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August 30, 1996

US EPA RECORDS CENTER REGION 5



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United States Environmental Protection Agency
Region 5
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CERTIFIED MAIL RETURN RECEIPT REQUESTED

Re: Stickney Avenue Landfill and
Tyler Street Dump Sites
Toledo, Ohio
Our File No. 1601.940

Dear Ms. Estes:

The purpose of this letter is to provide you with an updated response on behalf of Illinois Tool Works, Inc. ("ITW") to the August 12, 1993 CERCLA §104(c) Information Request of USEPA. That Request addressed the Stickney Avenue Landfill and the Tyler Street Dump Site in Toledo, Ohio, for the period 1951 to 1981 (a copy of the Request is enclosed herewith as Exhibit A). This further response of ITW concerns these two sites, as well as the XXKem premises, which lies along the southern border of the Stickney Avenue Landfill (all three of these geographical areas are hereinafter collectively referred to as the "Sites"). In addition, this letter will serve to reiterate ITW's position concerning its alleged responsibility for the Sites.

In its initial §104(e) response dated September 16, 1993, ITW stated that it was unable to locate any information or evidence pertaining to the Sites during the particular time period 1951 to 1981 at issue. However, it expressed its willingness to continue its investigation and to furnish to USEPA any new information which it would discover.

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Since that response, both USEPA and the Stickney/Tyler Group have submitted to ITW documentation, primarily statements of unidentified witnesses, regarding its possible PRP status at the Sites. ITW has reviewed all the furnished material. Based upon this review, ITW does not find, as explained later in this Response, evidence to show that it ever disposed of hazardous substances at the Sites. While these witness statements may purport to link long closed DeVilbiss operations to the Sites, they are irrelevant because ITW is not a successor to DeVilbiss. Indeed, ITW did not even acquire a presence in Toledo, Ohio until approximately April 27, 1990, when it purchased *certain limited assets* from the owner, Eagle Industries, Inc. ("Eagle").

BUSINESS HISTORY

A brief review of the pertinent business history is necessary in determining absence of liability on the part of ITW. This review can be stated in chronological order as follows:

- late 1880's: The DeVilbiss family of Toledo, Ohio began the DeVilbiss Company;
- 1905: The DeVilbiss Company was incorporated;
- 1920's: The DeVilbiss Company established an administrative and operations facility on Philips Avenue in Toledo;
- late 1950's: The DeVilbiss Company became a publicly traded corporation;
- 1967: Champion Spark Plug Company ("Champion") acquired two-thirds of the common shares in the DeVilbiss Company;
- 1969: The DeVilbiss Company was merged into Champion. The merger agreement specifically provided that "all . . . liabilities and duties of DeVilbiss shall . . . attach to the Surviving Corporation, and may be enforced against it to the same extent as if said . . . liabilities and duties had been incurred or contracted by it." (A copy of the merger agreement is attached herewith as Exhibit B);
- 1969-1988: **Champion operated the DeVilbiss Company as an unincorporated division of Champion;**
- 1982: Champion shut down the rubber hose operations* of its DeVilbiss Division located on Lagrange Street, in Toledo, Ohio, and moved the operations to its plant in Morenci, Michigan;
- 1984: Champion shut down the sheet metal plant* of its DeVilbiss Division located on Sylvania Avenue, in Toledo, Ohio, and sold the property to Willis Day Properties, Inc.;

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- 1984: Champion transferred the sheet metal operations to Belleville, Michigan, and Barrie, Ontario;
- 1985: Champion sold the Lagrange Street property which contained the former rubber hose plant to the H.E. Orr Co.;
- November 13, 1987: Champion and Eagle entered into an Asset Purchase Agreement;
- March 8, 1988: Pursuant to the November 13, 1987 Agreement, Champion sold the remaining assets of DeVilbiss (including the name "DeVilbiss") to Eagle. In conjunction with the acquisition, Eagle incorporated the DeVilbiss Company (hereinafter "New DeVilbiss") and DeVilbiss Holding Company, Inc. to hold the acquired assets. (It should be noted that subsequent to the acquisition, Cooper Industries, Inc., of Houston, Texas, acquired Champion);
- March 23, 1989: Eagle closed the main plant located on Detroit Avenue in Toledo and moved its compressor and spray gun operations* to Jackson, Tennessee. Eagle later sold this facility to LACC, Inc. on December 28, 1990.
- March 5, 1990: ITW and Eagle, the latter through its DeVilbiss Company and DeVilbiss Holding Company, Inc. subsidiaries (hereinafter jointly referred to as "Eagle"), entered into a Purchase Agreement;
- April 24, 1990: Pursuant to the March 5, 1990 Agreement, Eagle sold certain limited assets of its DeVilbiss related business to ITW. The only domestic manufacturing operations acquired by ITW under the March 5, 1990 Agreement were the spray gun operations located in Jackson, Tennessee and the electrostatic coating equipment operations located in Angola, Indiana. The only asset located in Toledo, which was acquired by ITW, was the Tech Center Building, consisting of laboratory and customer demonstration facilities.

[* Facilities identified in witness statements that allegedly sent wastes to these Sites.]

[Copies of newspaper articles and real estate transfer records relating to the "Business History" are attached as Exhibit C.]

ITW ASSET PURCHASE

As noted above, ITW purchased no domestic manufacturing assets from Eagle, other than the spray gun operations located in Jackson, Tennessee and the electrostatic coating equipment operations located in Angola, Indiana. Again as noted above, the sole asset purchased in Toledo was the Tech Center. Based on the witness statements referred

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to above, ITW does not own any of the manufacturing facilities linked to the Sites. ITW did not even receive the exclusive right to the "DeVilbiss" name, but rather shares the right to use the name with Eagle. In fact, Eagle retained other DeVilbiss businesses which still manufacture and sell certain products exclusively in the consumer and medical markets under the DeVilbiss name. Under the Purchase Agreement, the purchased assets were referenced as the "DeVilbiss Industrial/Commercial Business," namely, the "manufacturing and selling of industrial and automotive refinishing equipment and related products." The principal domestic assets of this "Business" are described more particularly below.

A. Spray Gun Operations

The assets of the spray gun operations purchased by ITW were located in Jackson, Tennessee, and not in Toledo, Ohio. No wastes from the Jackson facility have ever been transported to the Site, whether the Stickney Avenue Landfill, the XXKem premises or the Tyler Street Dump Site.

B. Electrostatic Coating Equipment Operations

At the time of their sale by Eagle to ITW, the electrostatic coating equipment operations were located in Angola, Indiana where they had been located since the 1960's. The Angola operation never shipped any hazardous wastes to the Sites or to other locations in the Toledo area.

C. The Tech Center

The only real estate purchased by ITW in Toledo, the Tech Center, was never used for manufacturing operations, and has always been used only for sales, marketing and customer demonstration purposes. The Tech Center began operating in 1965, and the Sites were closed shortly thereafter.

LEGAL ANALYSIS

Given its inclusion on the list of PRP's, the Agency apparently believes there is some basis for concluding that ITW is a successor of the DeVilbiss Company. In light of the facts set forth above, such a belief is unwarranted under the applicable case law. The

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Sixth Circuit has held that successor liability is to be determined by reference to state law. See, City Management Corp. v. U.S. Chemical Co., Inc. (6th Cir. 1994), 43 F.3d 244; Anspec Co., Inc. v. Johnson Controls, Inc. (6th Cir. 1991), 922 F.2d 1240. For purposes of this letter, we assume that Ohio law would apply. The law of Delaware, the other possible choice, is similar.

Ohio Successorship Law

The law of the State of Ohio is clear on successor liability. The Supreme court of Ohio in Welco v. Applied Companies (1993), 67 Ohio St. 3d 344, distinctly defined the rule of successor liability that applies in Ohio. The Court first stated the well-recognized general rule of successor liability, which provides that the corporation which purchases assets is not liable for the selling corporation's liabilities. *Id* at 346, citing Flaughner v. Cone Automatic Machine Co. (1987), 30 Ohio St. 3d 60. The Court then listed the following equally well-recognized four exceptions to the general rule: 1) the buyer expressly or impliedly agrees to assume such liability; 2) the transaction amounts to a de facto consolidation or merger; 3) the buyer corporation is merely a continuation of the seller corporation; or 4) the transaction is entered into fraudulently for the purpose of escaping liability." Welco at 346.

None of the above described exceptions to non-liability of a purchaser of assets applies to ITW. First, ITW did not expressly or impliedly assume the liabilities of the historic DeVilbiss operations in its 1990 Asset Purchase Agreement. Secondly, the transaction did not amount to a de facto consolidation or merger. As the court in Welco states:

The hallmarks of a de facto merger include (1) the continuation of the previous business activity and corporate personnel, (2) the continuity of shareholders resulting from a sale of assets in exchange for stock, (3) the immediate or rapid dissolution of the predecessor corporation, and (4) the assumption by the purchasing corporation of all liabilities and obligations ordinarily necessary to continue the predecessors business operations. (cite omitted)

One court has indicated that the transfer of assets for stock is the sine qua non of de facto merger. (cite omitted)

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Welco, supra at p. 1134. The sine qua non is missing here. There is no continuity of shareholders; ITW paid cash for the assets it purchased. Indeed, the other factors are likely absent as well. For example, ITW did not continue the previous business activity, but only a portion of it. Eagle retained a substantial portion of the business for itself (including the use of the DeVilbiss name).

Likewise, the third exception, that the buyer corporation is merely a continuation of the seller corporation, is obviously inapplicable. Again, turning to Welco for Ohio's articulation of this exception:

We have held that the basis of this theory is a continuation of the corporate entity, not the business operation, after the transaction. (cite omitted) Such would be the case when "one corporation sells its assets to another corporation with the same people owning both corporations. Thus, the acquiring corporation is just a new hat for, or reincarnation of, the acquired corporation. This is actually a reorganization" (cite omitted). This type of transaction is executed to escape liabilities of the predecessor corporation (cite omitted). Because the goal is to escape liability, inadequacy of consideration is one of the indicia of mere continuation. (cite omitted)

Welco at 1134. As indicated above, this was a cash transaction between entirely unrelated parties with the seller having no interest in ITW after the transaction. Further, this was an arms length transaction with the purchase price fairly valuing the assets.

An example of the application of Ohio successorship law in a CERCLA case is found in U.S. v. Distler (W.D. Ky., 1991) 865 F.Supp. 398. The purchaser of assets of a hazardous waste generator was alleged to be liable for response costs under the "mere continuation" exception. Following the holding of the Sixth Circuit Court of Appeals in Anspec, the federal district court looked to the state law of Ohio in determining the issue of successor liability. Distler at 400. The applicable law of Ohio examined by the Distler court was the Flaugher decision, which, as stated above, concluded that Ohio followed a traditional interpretation of the mere continuation theory. The court found that Ohio required "the continuation of the corporate entity rather than the continuation of the business operation", in order for successor liability to be imposed on the purchasing corporation. Distler at 401, citing Flaugher at 64. The court then examined the following

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factors to support its finding that the purchasing corporation was not liable: (1) the transaction was an asset purchase; (2) no stock of the seller was transferred to the buyer; and (3) no shareholder, director or officer of the seller became a shareholder, director or officer of the buyer. The court reasoned that, "under the traditional exceptions to successor non-liability recognized under the laws of the state of Ohio [the purchasing corporation] is not liable as a successor." *Id.* The relevant facts in Distler mirror those in the ITW/Eagle transaction.

The final exception recognized by Ohio is where the transaction is entered into fraudulently for the purpose of escaping liability. Clearly, this exception has no application to the instant facts. ITW and Eagle were and are entirely unrelated corporations. It would hardly be in ITW's interest to enter into this transaction to try to shield Eagle from the liability. Indeed, neither ITW nor Eagle was aware of the Sites at the time of the transaction.

Continuity of enterprise exception

Some jurisdictions apply, in certain types of cases, expanded successorship theories. Ohio is not among them. The Welco court after addressing the traditional exceptions also discussed additional exceptions recognized in some jurisdictions, such as the "product line theory" or a relaxed "mere continuation" theory, but declined to adopt these exceptions. *Id.* at 349. In some jurisdictions, the relaxed "mere continuation" theory has been employed in products liability cases to impose liability in a cash-for-assets transaction, as long as there are significant shared features between the predecessor and successor corporations. Flaugherty at 64. As stated in Welco, the Supreme Court of Ohio has declined to adopt this relaxed "mere continuation" test, and instead continues to follow the traditional "mere continuation" theory, which requires an identity of ownership after the transaction, not just the business operations. Welco at 350.

The ruling in City Mgt. Corp. v. U.S. Chemical Co., Inc. (6th Cir. 1994), 43 F.3d 224, makes it apparent that it is unlikely in the extreme that the Sixth Circuit would apply an expanded mere continuation exception. In that case, the plaintiff argued for the application of the expanded mere continuation or continuity of enterprise test to a CERCLA claim. The Court, following its decision in Anspec to adhere to applicable state law, reviewed the Michigan case of Turner v. Bituminous Casualty Co. (Mich. 1976), 244 N.W. 2d 873. In Turner, which was a product liability case, the Michigan

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Supreme Court defined the mere continuation exception as including cases where there is a continuity of the enterprise. The Sixth Circuit concluded that the Michigan Supreme Court, based on its reasoning in Turner, intended to limit application of the continuity of enterprise exception to product liability cases. Given that Ohio refused to adopt the continuity of enterprise test in a product liability case, Flaughner, and recently again declined to apply it in a contract case, Welco, it is unlikely the Sixth Circuit would apply it to a CERCLA claim arising in Ohio.

Even in jurisdictions which recognize a continuity of enterprise exception, something more than continuation of the business operation is required. The leading case applying this exception is United States v. Carolina Transformer Co. (4th Cir. 1992), 978 F.2d 832. The Carolina Transformer court listed a number of factors in determining whether one corporation is a successor to another under the substantial continuity approach:

- (1) Retention of the same employees;
- (2) Retention of the same supervisory personnel;
- (3) Retention of the same production facilities in the same location;
- (4) Production of the same product;
- (5) Retention of the same name;
- (6) Continuity of assets;
- (7) Continuity of general business operations; and
- (8) Whether the successor holds itself out as a continuation of the previous enterprise.

Id. at 837.

While the court analyzed these factors in holding the purchasing corporation liable as the successor, it was clear that the fact the stockholders of the purchasing corporation were the two children of the sole stockholder of the selling corporation influenced the court's decision. The court stated:

Finally, the record as a whole leaves the unmistakable impression that the transfer of the Carolina Transformer business to FayTranco Co. was part of an effort to continue the business in all material respects yet avoid the environmental liability arising from PCB contamination at the Meadow Road site.

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Id. at 841.

Clearly, the Fourth Circuit felt that something more than merely continuing the business, such as a non-arms length transaction, is required to support a finding of liability under the continuity of enterprise exception.

A recent example of the application of the continuity of enterprise exception demonstrates that liability will not be found in an arms length transaction particularly where the purchaser is without knowledge of the liability. In Elf Atochem North America, Inc. v. U.S. (D. Pa., 1995) 908 F.Supp. 275, the court stated that even if the purchaser retained all of the seller's manual workers and most of the production facilities, produced the same product and sold to the same client, and the manufacturing process and equipment were largely the same, successor liability could not be found. The court determined that "something more" than simply continuing a manufacturing process was required to make an asset purchaser a successor, such as "substantial ties" or a "cozy deal where responsible parties merely change the form of ownership yet in substance remained the same" or when "the actual managers of a corporation took over its ownership with full knowledge of its past practices." Elf at 282. The court also found that successor liability requires more than the "mere purchase and subsequent use of assets." Id.

Even in the exceedingly unlikely event that the U.S. Court of Appeals for the Sixth Circuit were to employ the continuity of enterprise exception in CERCLA cases in Ohio, ITW would still not be liable as a successor, for the following reasons:

1. ITW's purchase was completely an arms length transaction with adequate consideration;
2. ITW had no knowledge (nor did sellers) of the potential liabilities associated with the Stickney and Tyler Sites;
3. Unlike any of the cases applying the substantial continuity test, there was at least one and possibly two intervening owners between ITW and the parties who arranged for disposal;
4. Given that in excess of 20 years had passed since the closure of these two Sites, and the fact that ITW purchased only a sliver of the historic DeVilbiss operations, hardly any employees remained from the original DeVilbiss Company and the same holds true for supervisory personnel;

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5. As described above, ITW did not retain the same production or facilities in the same location, there was very little continuity of assets, and there is virtually no continuity of general business operations. The historic DeVilbiss purchased by Champion in the 1960's was involved in a substantial number of business activities as pointed out in the Section "Brief History." These operations continued under Champion for some time and then in some cases were discontinued or sold off in the 1980's. Eagle purchased the remaining DeVilbiss assets from Champion and in 1990, ITW purchased only a portion of those assets from Eagle. Witnesses' statements reference several historic DeVilbiss facilities as operations having a relationship to the Sites, the principal references being to the rubber, sheet metal and spray gun operations in Toledo. Neither ITW nor Eagle had or has any relationship with rubber and sheet metal operations. As to spray guns, ITW purchased only a portion of that business, which operations had been transferred to Tennessee before ITW bought the business;
6. ITW does not and has not held itself out as a continuation of the previous enterprise. Where it has used the DeVilbiss name on stationary and the like, it is as "DeVilbiss an ITW Company". Furthermore, ITW's use of the DeVilbiss name is not exclusive, but is shared with Eagle.

Given the foregoing, even under the continuity of enterprise exception, a court would not find that ITW is a successor to the DeVilbiss Company.

There is a further bar to any effort to hold ITW responsible for historic disposals by DeVilbiss. Even if it were taken as a given that under some exception to the rule of non-liability of asset purchasers, ITW was a successor, the question becomes a successor to what? ITW purchased assets from New DeVilbiss Company and DeVilbiss Holding. These two entities were incorporated in 1988 by Eagle to hold assets it had purchased from Champion. Neither was a party to the transaction with Champion. Those assets were owned by New DeVilbiss and DeVilbiss Holding for two years. It seems exceedingly doubtful that those two entities have any liability for disposals by a company that was merged out of existence (the original DeVilbiss) 20 years before they were created.

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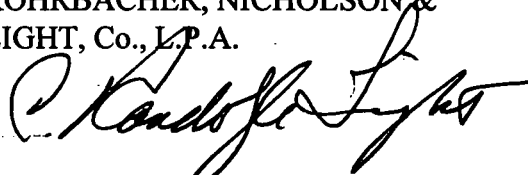
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Based on the facts as presently known, the conclusion cannot be drawn that ITW is a PRP in regard to the Sites. ITW accepts its environmental responsibilities whenever there is credible evidence of its liability. However, the evidence and information compiled to date are insufficient to show ITW's liability at the Sites. Consequently, ITW should not be considered a PRP. Accordingly, we respectfully request that ITW be removed from your list of PRP's for the Stickney and Tyler landfills, including the XXKem premises.

If you should have any questions concerning the position of ITW as it relates to the Stickney and Tyler landfills, including the XXKem premises, please do not hesitate to advise me of them.

Very truly yours,

ROHRBACHER, NICHOLSON &
LIGHT, Co., L.P.A.

A handwritten signature in black ink, appearing to read "C. Randolph Light", written over the typed name.

C. Randolph Light

cc: Jane Montgomery, Esq.
Schiff, Hardin & Waite

EXHIBIT
A



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

AUG 12 1993

REPLY TO THE ATTENTION OF:
SHSM-SJ

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Request for Information Pursuant to Section 104(e) of CERCLA for the Stickney Avenue Landfill and the Tyler Street Dump Sites in Toledo, Ohio.

Dear Sir or Madam:

This Agency is conducting an investigation of the release or threatened release of hazardous substances at the Stickney Avenue Landfill and the Tyler Street Dump Sites in Toledo, Ohio during the time period of 1951 to 1981. The Agency is also investigating how the substances at the Site came to be located there. We believe you may have information concerning these matters.

Under federal law (Section 104(e) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), you must respond to the enclosed information requests. If you do not respond fully and truthfully to each of the questions, or adequately justify your failure to respond, within thirty (30) days of your receipt this letter, enforcement action may be brought against you. For further definition of the potential penalties and legal references, please see the enclosed Instructions.

Your response to this Information Request should be mailed to Marsha A. Adams, SHSM-SJ, Responsible Party Search Section, at the above address. Her telephone number is (312) 353-9484.

Please direct any legal questions you may have to Sherri Estes at (312) 886-7164. If you have any other questions, contact Thomas Barounis at (312) 353-5577.

Thank you for your cooperation in this matter.

Sincerely,

Thomas W. Mateer, Chief
Superfund Program Management Branch



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NOTE

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. 9604(e), as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, you are hereby requested to respond to the Information Requests enclosed. Compliance with the enclosed Information Requests is mandatory. Failure to respond fully and truthfully to each and every Information Request within thirty (30) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by U.S. EPA pursuant to Section 104(e)(5) of CERCLA which, as amended, authorizes the United States to seek penalties from a Federal court of up to \$25,000 for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties of up to ten thousand dollars (\$10,000) or up to five (5) years of imprisonment or both under 18 U.S.C. 1001.

INSTRUCTIONS

1. A separate response must be made to each of the questions set forth in this Information Request.
 2. Precede each answer with the number of the Information Request to which it corresponds.
 3. In answering each Information Request, identify all contributing sources of information.
 4. If information is not known or is not available to the Respondent as of the date of submission of his/her response, should information later become known by or available to the Respondent, Respondent must supplement his/her response to U.S. EPA. Moreover, should the Respondent find, at any time after the submission of his/her response that any portion of the submitted information is false or misrepresents the truth, Respondent must notify U.S. EPA thereof as soon as possible.
 5. For each document produced in response to this Request for Information, indicate on the document, or in some other reasonable manner, the number of the question to which it responds.
 6. You must respond to the Information Requests on the basis of all information and documents in your possession, custody or control or in the possession, custody or control of your former or current employees, agents, servants, contractors or attorneys. Furnish such information as is available to you, regardless of whether or not it is based on personal knowledge, and regardless of source.
 7. Your response should be accompanied by a notarized affidavit from a responsible company official or representative stating that a diligent record search has been completed and that there has been a diligent interviewing process with present and former employees who may have knowledge of the operations, hazardous substance use, storage, treatment, releases, spills, disposal or other handling practices of the Respondent between 1951 and 1981. To the extent that any information you provide relating to these Requests is based on your personal knowledge, or the personal knowledge of your employees, agents, or other representatives, this information shall be in the form of a notarized affidavit.
 8. If any documents requested herein have been transferred voluntarily or involuntarily to others or have been otherwise disposed of, identify each such document, identify the person to whom it was transferred, describe the circumstances surrounding such transfer or other disposition, and state the date or approximate date of such transfer or other disposition.
 9. The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may, if you desire, assert a business confidentiality claim covering part or all of the information requested, in the manner described by 40 C.F.R. 2.203(b). Information covered by such a claim will be disclosed by the U.S. EPA only to
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the extent, and only by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. [See 41 Federal Register 36901 et seq. (September 1, 1976); 43 Federal Register 4000 et seq. (September 8, 1978); 50 Federal Register 51654 et seq. (December 18, 1985).] If no such claim accompanies the information when it is received by the U.S. EPA, it may be made available to the public by the U.S. EPA without further notice to you. You should read carefully the above-cited regulations, together with the standards set forth in Section 104(e)(7) of CERCLA, before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim, as stated in Section 104(e)(7)(ii) of CERCLA. In order to facilitate handling any confidential business or financial information, please provide such information on separate pages and group all such pages together in one portion of the response. Clearly identify the information as confidential by placing the word "confidential" in the upper right hand corner of the first page containing the information and on the cover letter transmitting it.

10. U.S. EPA has the authority to use the information requested herein in an administrative civil or criminal action.

Definitions

For the purpose of the Instructions and Requests for Information set forth herein, the following definitions shall apply:

1. The term "you" or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, predecessors, partners, successors, assigns, subsidiaries and agents.
 2. The term "person" as used herein includes, in the plural as well as the singular, any natural person, firm, contractor, unincorporated association, partnership, corporation, trust or governmental entity, unless the context indicates otherwise.
 3. "The Site" or "the Facility" shall mean and include the property on or about the Stickney Avenue Landfill and the Tyler Street Landfill in Toledo, Ohio.
 4. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA, including any mixtures of such hazardous substances with any other substances including petroleum products.
 5. The term, "pollutant" or "contaminant", shall have the same definition as that contained in Section 101(33) of CERCLA, and includes any mixtures of such pollutants and contaminants with any other substances.
 6. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA.
 7. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA.
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8. The term "materials" shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the site, including but not limited to all hazardous substances, pollutants and contaminant, hazardous wastes, solid wastes, as defined above.
9. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above.
10. The term "non-hazardous material" shall mean all material as defined above, excluding hazardous substances, pollutants and contaminants, and hazardous waste.
11. The terms, "furnish", "describe", or "identify" or "indicate", shall mean turning over to U.S. EPA either original or duplicate copies of the requested information in the possession, custody, or control of the Respondent. Where specific information has not been memorialized in any document but is nonetheless responsive to an information request, you must respond to the request with a written response. If such requested information is not in your possession, custody, or control then indicate where such information or documents may be obtained.
12. The term "identify" means, with respect to a natural person, to set forth the person's full name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.
13. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g. corporation, partnership, etc.), organization, if any, and a brief description of its business.
14. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
15. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.
16. "Transaction" or "Transact" means every separate act, deal, instance, occurrence, sale, transfer, giving, delivery, change in ownership, or change in possession.
17. As used herein, "document" and "documents" shall include writings of any kind, formal or informal, whether or not wholly or partially in handwriting (including by the way of illustration and not by way of limitation), any invoice, receipt, endorsement,

check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum or telephone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interview or intracompany communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, video tape or other type of memory); including (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like of it, (c) drafts, (d) attachments to or enclosures with any document and (e) every document referred to in any other document.

18.

"And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these information requests any information which might otherwise be construed to be outside their scope.

19.

Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.

20.

All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 CFR part 300 or 40 CFR part 260-280, in which case the statutory or regulatory definitions shall apply.

STICKNEY AVENUE LANDFILL SITE
AND
TYLER STREET DUMP SITE
TOLEDO, OHIO

INFORMATION REQUESTS

1. Identify all persons consulted in the preparation of the answers to these Information Requests.
2. Identify all documents consulted, examined, or referral to in the preparation of the answers to these Requests and provide copies of all such documents.
3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Requests or who may be able to provide additional responsive documents, identify such persons.
4. List the EPA Identification Numbers of the Respondent.
5. Identify the acts or omissions of any person, other than your employees, contractors, or agents, that may have caused the release or threat of release of hazardous substances, pollutants, or contaminants and damages resulting therefrom.
6. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of material at the Site.
7. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site. In addition, identify the following:
 - a) The persons with whom you or such other persons made such arrangements;
 - b) Every date on which such arrangements took place;
 - c) For each transaction, the nature or the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance;
 - d) The owner of the waste materials or hazardous substances so accepted or transported;
 - e) The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;

- f) All tests, analyses, and analytical results concerning the waste materials;
 - g) The persons(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported;
 - h) The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;
 - i) Where the person identified in g., above, intended to have such hazardous substances or waste materials transported and all evidence of this intent;
 - j) Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;
 - k) What was actually done to the waste materials or hazardous substances once they were brought to the Site;
 - l) The final disposition of each of the waste materials or hazardous substances involved in such transactions;
 - m) The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substance involved in each transaction.
 - n) The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;
 - o) The price paid for (i) transport (ii) disposal or (iii) both of each waste material and hazardous substance.
 - p) All documents containing information responsive to a - o above or in lieu of identification of all relevant documents, provide copies of all such documents.
 - q) All persons with knowledge, information, or documents responsive to a - p above.
8. If your waste was not taken to the Stickney Avenue Landfill Site or the Tyler Street Dump Site during the period from 1951 to 1981, where were your wastes taken and how were they disposed?

CERTIFICATE AS TO ADOPTION
OF
AGREEMENT OF MERGER
BY
THE DEVILBISS COMPANY

17-277
APPROVED
By [Signature]
Date 1-1-69
Amount 2500

We, Henry M. Kidd, President and Frank R. Pitt, Secretary of the Devilbiss Company, an Ohio corporation, do hereby certify, in accordance with the provisions of Section 1701.30 of the Revised Code of Ohio:

1. That the foregoing Agreement of Merger was approved and adopted by the Directors of said corporation at a meeting of the Board of Directors duly called and held for such purpose on August 15, 1969 and at such meeting, said Directors directed that said Agreement of Merger be submitted to said corporation's shareholders at a special meeting thereof to be held on October 8, 1969.
2. That thereafter a special meeting of shareholders of said corporation was duly called to be held on October 8, 1969; that notice of such meeting was given to all shareholders of said corporation, whether or not entitled to vote thereat, said notice being accompanied by a copy of said Agreement of Merger.
3. That on October 8, 1969 a special meeting of shareholders of said corporation was held and said Agreement of Merger was submitted to said shareholders for approval and was approved and adopted by the affirmative vote of the holders of shares of said corporation entitling them to exercise more than two-thirds (2/3) of the voting power of said corporation on such proposal.

4. That said Agreement of Marger has been signed by the President and Secretary of said corporation as required by Section 1701.73 of the Revised Code of Ohio.


Harry M. Kidd, President


Frank H. Pitt, Secretary

AGREEMENT OF MERGER

This Agreement of Merger (hereinafter called the "Agreement") made this 15th day of August, 1969, between Champion Spark Plug Company, a Delaware corporation (hereinafter called "Champion" or the "Surviving Corporation") and The DeVilbiss Company, an Ohio corporation (hereinafter called "DeVilbiss"). Said corporations shall also collectively be referred to herein as the "Constituent Corporations".

WITNESSETH:

WHEREAS, Champion is authorized to have outstanding 20,000,000 shares of common stock, \$3 1/34 par value, of which 12,235,744 shares are issued and outstanding and 93,976 shares are reserved for issuance pursuant to Champion's 1961 Key Employee Stock Option Plan, as amended;

WHEREAS, DeVilbiss is authorized to have outstanding 4,000,000 common shares with a par value of \$10 per share, of which 1,540,925 are now issued and outstanding and 6,075 are held in the treasury;

WHEREAS, the Board of Directors of Champion and DeVilbiss, respectively, have approved this agreement and deem it advisable that DeVilbiss be merged into Champion in accordance with the statutes of the States of Delaware and Ohio upon the terms and subject to the conditions set forth in this agreement.

NOTES 059

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NOW THEREFORE, Champion and DeVilbiss hereby agree as follows:

SECTION 1. THE MERGER

1.1 Surviving Corporation. Upon the Effective Date (as defined in Section 5.1), DeVilbiss shall be merged into Champion which shall be the surviving corporation of the merger and the separate existence of DeVilbiss shall cease. The Surviving Corporation shall continue to be governed by the laws of the State of Delaware and shall have its principal office in the State of Delaware at 100 West Tenth Street, City of Wilmington, New Castle County. The name of its registered agent at such address is The Corporation Trust Company.

1.2 Purposes of the Surviving Corporation. The nature of the business, or objects or purposes to be transacted, promoted or carried on are as follows:

(1) To manufacture, design, develop, buy or otherwise acquire, sell and deal in spark plugs, electrical ignition devices, and any and all kinds of electrical equipment, machinery, parts and appliances for motor vehicles, motors and engines and articles and supplies used or useful in connection with any of the foregoing.

(2) To manufacture, design, develop, buy or otherwise acquire, sell, transfer, exchange or otherwise dispose of, and to invest, trade and deal in or with goods,

wares and merchandise and personal property of every kind and description.

(3) To purchase, hold, own, sell, exchange, transfer, pledge, or otherwise trade or deal in or dispose of stocks, bonds, mortgages, debentures, evidences of indebtedness and securities of every kind and description of any corporation, trust, business organization, government or subdivision thereof, domestic or foreign, and to exercise in respect thereto all rights and privileges of individual ownership, including the right to receive the income therefrom and to vote thereon and to guarantee the same or become surety in respect thereto.

(4) To undertake and carry out the financing, financial adjustment, reorganization, consolidation, merger and liquidation of any corporation or of any undertaking, business, affairs or interests and to transact any business necessary or convenient relating or incident thereto.

(5) To enter into, assist, promote, conduct, perform or participate in, every kind of commercial, mercantile or industrial enterprise, business, or work, contract, undertaking, venture or operation.

(6) To purchase or otherwise acquire, take over, hold, sell, liquidate, or otherwise dispose of, the real estate, plants, equipment, inventory, merchandise, materials and other assets, shares, good will, rights, franchises, patents, trade-marks and trade names and other properties of domestic or foreign corporations, firms, associations, syndicates, individuals, and others; to continue, alter, extend, or develop their business, assume their liabilities, guarantee or become surety for the performance of their obligations; reorganize their capital, and participate in any way in their affairs; to take over as a going concern and continue, in its own name, any business so acquired and to pay for any such business or properties in cash, stocks, bonds, debentures, securities, or obligations of this corporation, or otherwise.

(7) To apply for, obtain, register, purchase, lease or otherwise acquire, and to hold, own, use, exercise, develop, operate and introduce, and to sell, assign, grant licenses in respect of, or otherwise dispose of, any patents and inventions, improvements and processes used in connection with or secured under Letters Patent of the United States or any dependency, colony, or insular possession of the United States, or of any foreign government, trade-marks and trade names, and to acquire, use, exercise, or otherwise turn to gain, licenses in respect of any such patents, inventions, processes and the like, or any such property rights.

(8) To purchase, hold, re-issue, sell, exchange or otherwise deal in its own securities, including shares of its capital stock of any class, as and to the extent now or from time to time permitted by the laws of the State of Delaware.

(9) To carry on any or all of its operations and business and to promote its objects within the State of Delaware or elsewhere, without restrictions as to place or amount.

The purposes specified in any clause or paragraph contained herein shall be deemed to be independent purposes, and shall not be limited or restricted by reference to or inference from the terms of any other clause or paragraph contained herein.

1.3 Authorized Shares. The total number of shares of stock which the Surviving Corporation shall have authority to issue is twenty million (20,000,000) shares of common stock with a par value of 83 1/3¢ per share.

1.4 Certificate of Incorporation. The Certificate of Incorporation of Champion as the same is in effect immediately prior to the Effective Date shall constitute the Certificate of

Incorporation of the Surviving Corporation until it shall thereafter be duly amended.

1.5 By-Laws. The By-Laws of Champion as the same are in effect immediately prior to the Effective Date shall constitute the By-Laws of the Surviving Corporation until they shall thereafter be duly amended.

1.6 Effect of Merger. Upon the Effective Date, the effect of the merger shall be as provided in the applicable provisions of the laws of the States of Delaware and Ohio. Without limiting the generality of the foregoing, and subject thereto, upon the Effective Date: (a) the separate existence of DeVilbiss shall cease, and the Surviving Corporation shall possess all the rights, privileges, powers and franchises as well of a public as of a private nature, and shall be subject to all of the restrictions, disabilities and duties of DeVilbiss; (b) all and singular, the rights, privileges, powers and franchises of DeVilbiss, all property, real, personal and mixed, and all debts due to DeVilbiss on whatever account, as well for stock subscriptions as all other things in action or belonging to DeVilbiss, shall be vested in the Surviving Corporation; (c) all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of the Surviving Corporation as they were of the Constituent Corporations, and the title to any real estate

vested by deed or otherwise in either of the Constituent Corporations shall not revert or be in any way impaired and (d) all rights of creditors and all liens upon any property of either of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities and duties of DeVilbiss shall thenceforth attach to the Surviving Corporation, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it. Any action or proceeding pending by or against DeVilbiss at the Effective Date may be prosecuted as if the merger had not taken place, or the Surviving Corporation may be substituted in its place.

SECTION 2. TERMS OF MERGER

2.1 Exchange Ratio. Upon the Effective Date (a) each common share, \$10 par value, of DeVilbiss outstanding immediately prior to the Effective Date shall (except for the 1,319,138 shares of DeVilbiss held by Champion) be converted into and become, without any action on the part of the holder thereof, one share of Champion common stock, $8\frac{1}{3}$ ¢ par value. The common shares of DeVilbiss held in its treasury and the common shares of DeVilbiss held by Champion shall, on such date, be cancelled and shall not be converted into shares of common stock of Champion and (b) each share of Champion common stock, $8\frac{1}{3}$ ¢ par value, outstanding immediately prior to the

Effective Date, shall continue to be one (1) share of common stock of the Surviving Corporation.

2.2 Rights of DeVilbiss Holders. On the Effective Date, the holders of certificates for DeVilbiss common shares shall cease to have any rights as shareholders of DeVilbiss (except such rights, if any, as they may have as dissenting shareholders) and, except as aforesaid, their sole rights shall pertain to Champion common stock into which their DeVilbiss common shares shall have been changed by the merger. After the Effective Date, each holder of a certificate for DeVilbiss common shares, upon surrendering the same duly endorsed to any transfer agent for Champion common stock, shall be entitled to receive in exchange therefor a certificate or certificates representing the shares of Champion common stock into which his DeVilbiss common shares have been changed by the merger. Pending such surrender and exchange, such holders of a certificate or certificates for DeVilbiss common shares shall be deemed to evidence the Champion common stock into which such DeVilbiss common shares have been changed by the merger.

SECTION 3. DIRECTORS AND OFFICERS OF SURVIVING CORPORATION

3.1 Directors. The names and addresses of the first directors of the Surviving Corporation at the Effective Date shall be as follows:

<u>Name</u>	<u>Address</u>
Robert A. Stranahan, Jr.	900 Upton Avenue Toledo, Ohio 43601
Duane Stranahan	900 Upton Avenue Toledo, Ohio 43601
Howard B. Speyer	900 Upton Avenue Toledo, Ohio 43601
Robert W. Vogel	900 Upton Avenue Toledo, Ohio 43601
William A. Belt	1131 National Bank Building Toledo, Ohio 43604
Donald M. Dresser	245 Summit Street Toledo, Ohio 43604

Such persons shall serve until the Surviving Corporation's 1970 annual meeting of stockholders or until their successors are duly elected and qualified.

3.2 Officers. The names and addresses of the first officers of the Surviving Corporation at the Effective Date shall be as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
Robert A. Stranahan, Jr.	Chairman of the Board and President	900 Upton Avenue Toledo, Ohio 43601
Duane Stranahan	Vice President	900 Upton Avenue Toledo, Ohio 43601
Robert W. Vogel	Vice President and Treasurer	900 Upton Avenue Toledo, Ohio 43601
Harry F. Davis	Vice President - Sales	900 Upton Avenue Toledo, Ohio 43601

<u>Name</u>	<u>Title</u>	<u>Address</u>
Keith Wilson	Vice President - Director of International Operations	900 Upton Avenue Toledo, Ohio 43601
Norman C. Schoettley	Vice President - General Manager Park Plag Manufacturing Operations	900 Upton Avenue Toledo, Ohio 43601
Richard C. Teasel	Vice President - Research and Engineering	900 Upton Avenue Toledo, Ohio 43601
Toby A. Hill	Secretary	900 Upton Avenue Toledo, Ohio 43601
Robert J. Brotje, Jr.	Controller	900 Upton Avenue Toledo, Ohio 43601
Richard H. Crook, Jr.	Assistant Secretary	900 Upton Avenue Toledo, Ohio 43601
Charles G. Yeager	Assistant Treasurer	900 Upton Avenue Toledo, Ohio 43601

The foregoing officers shall serve as such subject to the pleasure of the Board of Directors and, unless sooner removed by the Board of Directors, until the first organization meeting of the Board of Directors following the Effective Date or until their successors are chosen and qualified.

SECTION 4. ACCOUNTING

4.1 Capital. The capital of the Surviving Corporation at the Effective Date shall be an amount equal to 83 1/34 for each share of common stock issued and outstanding on such date.

4.2 Capital Surplus. The capital surplus of the Surviving Corporation shall, on the Effective Date, be the sum of the capital surplus of Champion on said date plus the excess of the

fair market value of the Champion shares issued pursuant to the merger over the par value of the shares so issued. For this purpose, the fair market value of Champion shares on the Effective Date is hereby defined as the mean between the high and low sale prices of such shares on the New York Stock Exchange on said date.

4.3 Earned Surplus. The earned surplus of the Surviving Corporation on the Effective Date shall be the same as the earned surplus of Champion on said date.

SECTION 5. GENERAL

5.1 Effective Date. The merger shall become effective at the time when this agreement has been submitted to and approved by the shareholders of DeVilbiss and has been filed with the Secretary of State of the State of Ohio and the Secretary of State of the State of Delaware pursuant to the applicable laws of such States. The time when the last of such filings shall have been made shall be known, for the purposes of this agreement, as the "Effective Date".

This agreement may be terminated and the merger abandoned at any time prior to the Effective Date (whether before or after the meeting of the DeVilbiss shareholders referred to above) by notices in writing from each party to the other duly authorized by their respective Boards of Directors.

5.2 Consent to Suit: Dissenting Shareholders. The Surviving Corporation hereby consents that it may be sued and served

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with process in the State of Ohio in any proceeding for the enforcement of any obligation of DeWibiss and in any proceeding for the enforcement of the rights of a dissenting shareholder of DeWibiss against the Surviving Corporation. The Secretary of State of the State of Ohio is hereby irrevocably appointed as the agent of the Surviving Corporation to accept service of process in any such proceeding.

The Surviving Corporation hereby agrees that it will promptly pay to dissenting shareholders of DeWibiss the amount, if any, to which they are entitled under Section 1701.05 of the Ohio Revised Code.

5.3 Transaction of Business in Ohio. The Surviving Corporation desires to transact business in the State of Ohio as a foreign corporation and does hereby:

- (a) state that the principal office of the Surviving Corporation in the State of Ohio is located in Toledo, Lucas County;
- (b) appoint Robert V. Vogel, 900 Upton Avenue, Toledo, Lucas County, Ohio 43601, as statutory agent of the Surviving Corporation in the State of Ohio;
- (c) irrevocably consent (i) that service of any process, notice, or demand against, to

or upon the Surviving Corporation may be served within the State of Ohio upon such statutory agent so long as the authority of such agent continues and (ii) to service of process upon the Secretary of State of the State of Ohio under the circumstances set forth in Section 1703.19 of the Ohio Revised Code.

IN WITNESS WHEREOF, Champion and DeVilbiss have caused this agreement to be signed by their duly authorized officers and the respective corporate seals to be affixed and attested to, all as of the day and year first set forth above.

(Seal)

Attest

Theresa R. Smith
Secretary

CHAMPION SPARK FILING COMPANY

By Robert J. Smith
President

(Seal)

Attest

Theresa R. Smith
Secretary

THE DEVILBISS COMPANY

By Robert J. Smith
President

8650 963

SECRETARY'S CERTIFICATE

I, T. A. Hill, Secretary of Champion Spark Plug Company, a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary and under the seal of the said corporation, that the Agreement of Merger to which this certificate is attached, after having been first duly signed on behalf of the said corporation and having been signed on behalf of The DeVilbiss Company, a corporation of the State of Ohio, was duly adopted pursuant to subsection (F) of section 251 of Title 8 of the Delaware Code of 1953, without any vote of the stockholders of the surviving corporation and that the Agreement of Merger does not amend in any respect the Certificate of Incorporation of the surviving corporation and the authorized unissued shares or the treasury shares of any class of the surviving corporation, if any, are to be issued or delivered under the plan of merger do not exceed fifteen per cent (15%) of the shares of the surviving corporation of the same class outstanding immediately prior to the effective date of the merger and that the outstanding shares of the corporation were such as to render subsection (F) of section 251 of Title 8 of the Delaware Code of 1953 applicable and that its Agreement of Merger was thereby adopted by action of the Board of Directors of said Champion Spark Plug Company and is the duly adopted agreement and act of the said corporation.

WITNESS my hand and the seal of said Champion Spark

BOSS 1961

-2-

Plug Company on this 15th day of February, 1969.

(CORPORATE SEAL)

William R. ...
Secretary

The above Agreement of Merger, having been executed on behalf of each corporate party thereto, and having been adopted separately by each corporate party thereto, in accordance with the provisions of the General Corporation Law of the State of Delaware and the Ohio General Corporation Law of the State of Ohio, the President of each corporate party thereto does now hereby execute the said Agreement of Merger and the Secretary of each corporate party thereto does now hereby attest the said Agreement of Merger under the corporate seals of their respective corporations, by authority of the directors and stockholders thereof, as the respective act, deed and agreement of each of said corporations, on this 15th day of February, 1969.

(CORPORATE SEAL)

By William R. ...
President

CHAMPION SPARK PLUG COMPANY

ATTEST:

William R. ...
Secretary

(CORPORATE SEAL)

THE DEVILBISS COMPANY

By William R. ...
President

ATTEST:

William R. ...
Secretary

B655 065

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STATE OF OHIO)
) ss.
COUNTY OF LUCAS)

BE IT REMEMBERED that on this 15th day of December, 1969, personally came before me, a Notary Public in and for the County and State aforesaid, Robert A. Stranahan, Jr., President of Champion Spark Plug Company, a corporation of the State of Delaware, and he duly executed said Agreement of Merger before me and acknowledged the said Agreement of Merger to be his act and deed and the act and deed of said corporation and the facts stated therein are true and that the seal affixed to said Agreement of Merger and attested by the Secretary of said corporation is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

CHARLES F. GREENTH
Notary Public, Lucas County, Ohio
My Commission Expires 12/31/71

Charles F. Greenth
Notary Public

(SEAL)

8655 1966

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STATE OF OHIO)
) ss.
COUNTY OF LUCAS)

BE IT REMEMBERED that on this 5th day of December, 1969, personally came before me, a Notary Public in and for the County and State aforesaid, Henry M. Kidd, President of The De-Vilbiss Company, a corporation of the State of Ohio, and he duly executed said Agreement of Merger before me and acknowledged the said Agreement of Merger to be his act and deed and the act and deed of said corporation and the facts stated therein are true; and that the seal affixed to said Agreement of Merger and attested by the Secretary of said corporation is the common or corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.



Notary Public

(SEAL)

HELEN HECHT
Notary Public, Lucas County, Ohio
My Commission Expires December 11, 1973

MAY 7 1984

CORPORATION WARRANTY DEED

O.R.C. 5302.06, -.07
O.R.C. 147.88

After recording, send to:

GRANTEE

FEES

TRANSFERRED BY	AUDITOR
COUNTY	OHIO
EXEMPT	PARCEL

Know all Men by these presents:

That Champion Spark Plug Company, a corporation organized and existing under the laws of the State of Delaware, the grantor, for valuable consideration paid, grants with

(1) General warranty covenants to Willis Day Properties, Inc., whose

tax-making address is P.O. Box 676, Toledo, OH 43694 the following real property: Parcel I: Sub-division one (1) through six (6), inclusive, of Lot Number fifteen (15), Subdivisions one (1) through six (6), inclusive of Lot Number sixteen (16), Subdivisions one (1) through six (6) inclusive of Lot Number seventeen (17), Subdivisions one (1) through six (6) inclusive of Lot Number eighteen (18) and Subdivisions one (1) through five (5) inclusive of Lot Number nineteen (19) together with the vacated alley adjoining said lots. All in Humboldt Addition in the City of Toledo, Lucas County, Ohio.

Parcel II: Lots Numbers eleven (11), twelve (12), thirteen (13), fourteen (14), fifteen (15) and the South six (6) feet of Lot Number sixteen (16) of the Subdivision of Lots Numbers twenty-two (22), twenty-three (23) and twenty-four (24) in Humboldt Addition to the City of Toledo, Lucas County, Ohio.

Subject to easements and restrictions of record; taxes and assessments due after date hereof.

Prior Instrument Reference Volume 567 of Deeds, Page 588; Volume 568 of Deeds, Page 482; Volume 580 of Deeds, Page 596; Volume 594 of Deeds, Page 348; Volume 667 of Deeds, Page 145; Volume 791 of Deeds, Page 609.

In witness whereof, said Champion Spark Plug Company has caused its corporate name to be subscribed hereto by its President and Secretary, this 7th day of May 1984

Larry A. Becker

John A. Stranahan, Jr.

CHAMPION SPARK PLUG COMPANY
By *John A. Stranahan, Jr.* President
J. A. Garwood Secretary

STATE OF OHIO, LUCAS COUNTY ss

The foregoing instrument was acknowledged before me this 7th day of May 1984 by R. A. Stranahan, Jr., as President and J. A. Garwood, as Secretary of the Champion Spark Plug Company

(1) Delaware corporation on behalf of the corporation

Baruch Schmitt
Notary Public
in and for Lucas County
Notary Public, State of Ohio
My Comm. Expires 12/31/84

- 1 insert general or limited
- 2 insert title of corporate officer
- 3 insert State of incorporation

THIS SPACE FOR RECORDER'S USE ONLY

RECEIVED & RECORDED

MAY 17 1984

SANDY HUBBARD
RECORDER, LUCAS COUNTY, OHIO

This Instrument Prepared By

L. A. Becker, Attorney

84 179609

VALUATION IN DOLLARS									
Land		Buildings	Total	Order No.	Land		Buildings	Total	Order No.
17	680	253 060	270 740		79				
26	300	221 540	247 840	REVALUE	82				
26	300	117 440	143 740	I-18429	84				
26	300	129 980	156 280	NC	86				

07-43171	2-153-001	88 REVAL	
29,790	127,860	157,650	
13 090	14 250	27 340	Split 90
07-43171	02-153-001-0	91 UPDATE	
13,090	14,250	27,340	

REAL ESTATE TAX LIST—LUCAS COUNTY, OHIO

PROPERTY SPLITS

[illegible]

ORDER NO.	OWNER'S LAST KNOWN ADDRESS
1	1000 10TH AVE S
2	1000 10TH AVE S
3	1000 10TH AVE S
4	1000 10TH AVE S
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6	1000 10TH AVE S
7	1000 10TH AVE S
8	1000 10TH AVE S
9	1000 10TH AVE S
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67	1000 10TH AVE S
68	1000 10TH AVE S
69	1000 10TH AVE S
70	1000 10TH AVE S
71	1000 10TH AVE S
72	1000 10TH AVE S
73	1000 10TH AVE S
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75	1000 10TH AVE S
76	1000 10TH AVE S
77	1000 10TH AVE S
78	1000 10TH AVE S
79	1000 10TH AVE S
80	1000 10TH AVE S
81	1000 10TH AVE S
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89	1000 10TH AVE S
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92	1000 10TH AVE S
93	1000 10TH AVE S
94	1000 10TH AVE S
95	1000 10TH AVE S
96	1000 10TH AVE S
97	1000 10TH AVE S
98	1000 10TH AVE S
99	1000 10TH AVE S
100	1000 10TH AVE S

[illegible]

REMARKS	ORDER # I-18429 BOR CASE #92 (1984)
	1990 split to 7-43172 (Lots 15 to 19... E $\frac{1}{2}$ Exc Sub 1 & Nly 46 Ft Sub 2 Lot 17, Sub 1-3 Lot 18 & Sub 1 & 2 Lot 19...lying Ely of Wly 4 Ft) 8-22-89.
	1989 BOR CASE #0002 DENIED

[illegible]

T.D.	Parcel	TAXING DISTRICT	ADDITION - GRANT OR TRACT	Code
9	60178	TOLEDO CITY TOLEDO CSD	Lenks Grove Addn	130

Range	Town	Sect.	Qtr.	Lot	Block	Sub.	Acres	PROPERTY DESCRIPTION
							16.937	SE 30ft Lot 21 & 22 to 38 SEly pt Lots 39 & 47 Incl. Pt Vac Tudor St & Vac Phillips Ave & 1/2 Castener St & Tht Pt NE1/4 Sec 23 Lying N of I-75 & E of New Phillips Ave W of Centerline of Castener St Extnd to Nly R/W I-75

PROPERTY - STREET AND NUMBER	Frontage	Depth	Assessor No.	Map Book	Page
N DETROIT AVE			2-903-031	2-148	

RECORD OF TRANSFER						
Date	Owner	Street Address	City—State	Pro. No.	Stamps	Order No.
3-14-88	The Devilbiss Co	C/O Eagle Industries Inc	2 N Riberside Plaza Chicago Ill			60606
12-28-90	LACC inc an OH Corp	300 Phillips Ave Toledo OH	12 12-26-90	GW 1,550.00		
		Multiple parcel Sale Included 7-43446 & 43784				

VALUATION IN DOLLARS									
Land	Buildings	Total	Order No.	Land	Buildings	Total	Order No.		
79,840	611,420	691,260	SPLIT	92					

HEIRS AT LAW

PROPERTY SPLITS

Part

Name

Date

Order Number

Change Feet or Acres

Balance Feet or Acres

SPLIT FROM 9-60177

5-19-92

1992

16.1937

Order No.

OWNER'S LAST KNOWN ADDRESS

REMARKS

Range	Town	Sec.	Qtr.	Lot	Block	Sub.	Acres	PROPERTY DESCRIPTION
7	9	23	NE	5			32.525	TO 13 ALSO SE 30
							12.54	TO 47 INCL VAC TUDOR
							20.940	& VAC INCL ST AC ETC
							10.011	

IRRIG 10.011 AC PARCEL LYING E OF NEW PHILLIPS AVE S OF I-75 NWLY OF WINDEMERE W OF
 LAGRANGE ST EXC IRR 3.10 AC PCE LYING ELY OF CHANNEL ESMT

PROPERTY—STREET AND NUMBER		Frontage	Depth	Assessor No.	Map Book	Page
N. Detroit Ave.				2-903-3		

Date	Owner	Street Address	City—State	Pro. No.	Stamp	Order No.
9-13-27	THE DEVILBISS MFG CO			102		
3-14-88	The Devilbiss Co	C/O Eagle Industries Inc 2 N Riverside Plaza	Chicago Ill	60606		
	Multiple Parcel sale includes 7-43784, 7-43446, 9-60171, 9-60174, 13-18561					3-7-8
12-29-90	SACE Inc an OH Corp 300 Phillips Ave Toledo OH 12-12-26-90 GW 1,550.00					7-5-90
	Multiple parcel sale includes 7-43446 & 43784					
3-12-93	The National Council for Community Dev. Inc., a non-pro	NY Corp 41 E 42nd St Suite	NY, NY 10017	3-4-93	GW	
5-31-94	Trees for The Future, Inc. an Non-profit Maryland Corporation	P.O. Box 1786	Silver Springs, MD 20915	3-30-94	QC	2-15-95
9-15-95	S.E. JJohnson Companies, Inc an OH Corp	P.O.Box 29A, Maumee	OH 43537	8-11-95	CW	240.00/80,000.00

VALUATION IN DOLLARS							
Land	Buildings	Total	Order No.	Land	Buildings	Total	Order No.
101 080	839 370	940 330		09-60177	2-903-003		
101 080	842 370	943 450	I-4714	55,760	1,364,140	1,419,900	82 REVAL
106 130	884 490	990 620	5/5				
23 310	384 490	907 300	I-7426				
62 400	884 490	946 890	I-7426				

09-60177	2-903-003	88 REVAL	— LUCAS COUNTY, OHIO				
61,710	1,567,480	1,629,190					
114 210	1 567 480	1 629 190	ACR ADJ	89			
22 000	1 301 130	1 322 120	SPLIT	91			
114 210	763 930	1 878 140	J-1593	90			
92 000	1 301 130	1 384 120	SPI IT	91			
09-60177	02-903-003-0	91 UPDATE					
82,990	1,301,130	1,384,120					
92 000	611 420	1 604 140	J-1596	91			
3 150		3 150	SPI IT	92			

PROPERTY SPLITS

ORDER NO.	OWNER'S LAST KNOWN ADDRESS
3-2-01 2-24-67	RFO 1 362 Amherst Phelps Ave Toluca, Ohio

[illegible]

T. D.	Parcel	TAXING DISTRICT		ADDITION—GRANT OR TRACT		Cont. Type	Code
9	60171	Toledo		Lenks Grove Addition		45	28 X 47
Range	Town	Sect.	Qtr.	Lot	Block	Sub.	Acres
				3			5.807
PROPERTY DESCRIPTION							
EXC ST to 13 & 40 to 45 Exc Pt in Phillips Ave also NWly Pt Lots 39-47 including Pt vac Imlay St & Vac Imlay St & Vac Tudor St & Vac Phillips Ave Exc Detroit Ave Wdng							
PROPERTY—STREET AND NUMBER				Frontage	Depth	Assessor No.	Map Book Page
3856 Detroit Ave				50	103	2-903-5	White 8
RECORD OF TRANSFER							
Date	Owner	Street Address	City—State	Pro. No.	Stamp	Order No.	
3-9-48	Wilcox Alice Margaret	3256 Detroit Ave	TOLEDO OHIO				
8-23-61	RADDATZ HENRY O	609 SECURITY BLDG	TOLEDO 4 OHIO	8-23-61	8.80		
7/9/65	SIEWERT AUGUST	1241 MICHELE DR	TOLEDO OHIO	7-9-65	9.40		
7/9/65	DE VILBISS CO	BOX 913 (ST. 1)	TOLEDO 1 OHIO	7-9-65			
3-14-88	The DeVilbiss Co C/O Eagle Industries Inc	2-N Riverside Plaza	Chicago Ill		60606		
Multiple Parcel sale see 9-60177 3-7-88 CW							
4-25-90	Illinois Tool works Inc a Delaware Corp	8501 W Higgins Rd	Chicago Illinois		60631	4-24	
Multiple Parcel Sale Includes 9-60174 & 9-60177 (5.577 Ac) L.W. 500.0							
VALUATION IN DOLLARS							
Land	Buildings	Total	Order No.	Land	Buildings	Total	Order No.
1 390	3 310	4 700		2 480		2 480	
1 470	3 510	4 980	57	3 380	0	3 380	09-60171
1 520	3 260	4 780	55				515 79
1 190	2 810	4 000	64				
1 190		1 190	F-3885	09-60171	2-903-005	3,000	02 REVAL
REAL ESTATE TAX LIST							
09-60171	2-903-005	88 REVAL					
3,260	0	3,260					
32 520	245 070	277 590	So1/Comb	91			
32 520	252 810	285 330	N/C	91			
09-60171	02-903-005-0	91 UPDATE					
32,520	252,810	285,330					

REAL ESTATE TAX LIST—LUCAS COUNTY, OHIO

07	43446 43447	**CARD# 2		TOLEDO CITY - TOLEDO CSD		HUMBOLDT ADDITION		I		00
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Range	Town	Sec	Qtr	Lot	Block	Sub	Area	PROPERTY DESCRIPTION
				25			48.260	- 26 , 33 - 34 & N 25.5 Ft 32 Buck's Subdn Sub 7 W 32.325 Ft & 8 &
							14.065	E 20.5 Ft Sub 9 Also Sub 13 W 10 Ft & Subs 14-27 & W 8.875 Ft Sub 28
							18.386	& Sub 29 Exc NE 32.525 Ft Also Lots 8-11 & 27-32 Exc that pt lots &
								11 & NE 32.525 Ft Lots 27 & 28 lying NWly of a line 505.85 Ft SEly
								of Gradolph Ave R/W & All Vac Funston, Concord & Catawba Sts Adj &
								All Vac Phillips Ave Adj & 1/2 Vac Castaner St Adj & Vac Alleys Adj
								Exc Pt in I-75

PROPERTY-STREET AND NUMBER	Frontage	Depth	Assessor No.	Map Book	Page
Phillips Ave			02-903-002	2	135

RECORD OF TRANSFER					
Date	Owner	Street Address	City-State	Pro. No.	Order No.
2-18-26	The DeVilbiss Mfg Co			102	
3-14-88	The Devilbiss Co	C/O Eagle Industries Inc 2-N Riverside Plaza	Chicago Ill		60606
	Multiple Parcel sale see 9-60177		3-7-88 CW		4-7-88
12-28-90	LACC Inc an OH Corp	300 Phillips Ave Toledo OH	12-26-90 GW		
	Multiple parcel sale see 9-60177				

VALUATION IN DOLLARS							
Land	Buildings	Total	Order No.	Land	Buildings	Total	Order No.
51 930		51 930	79				
47 470		47 470	REVAL	82			
75 240		75 240	SPLIT	86			

REAL ESTATE TAX LIST - LUCAS COUNTY, OHIO

07-43446	2-903-002	88 REVAL	
69,300	0	69,300	
65 070		65 070 ACB ADJ	89
65 070		65 070 Alley Vac	90
07-43446	02-903-002-0	91 UPDATE	
65,070	0	65,070	

REAL ESTATE TAX LIST - LUCAS COUNTY, OHIO

[illegible]

REMARKS *5-13-88 (USABLE AC 11.62 CHANNEL; ESMNT 6.64 AC)

REAL ESTATE TAX LIST - LUCAS COUNTY, OHIO

T. D.	Parcel	TAXING DISTRICT				ADDITION—GRANT OR TRACT				Con. Type	Code																								
Range	Town	Sect.	Qtr.	Lot	Block	Sub.	Acres	PROPERTY DESCRIPTION																											
7	43784							Toledo Humboldt Addition 5 330 17																											
								Lots 25 & 26 & 33 & 34 & N 25.5 FT 32 EUCKS SUBD 155 Sub 12 W 17.5 FT & E 31.5 FT SUB 13																											
PROPERTY—STREET AND NUMBER								Frontage	Depth	Assessor No.	Map Book	Page																							
155 Gradolph St										2-903-15	White	9																							
RECORD OF TRANSFER																																			
Date	Owner	Street Address				City—State		Pro. No.	Stamps	Order No.																									
7-15-36 3-14-88	The DeVilbiss Co							102																											
	The DeVilbiss Co C/O Eagle Industries Inc	2 N Riverside Plaza				Chicago Ill		60606																											
	Multiple Parcel sale see 8-60177 3-7-88 CW																																		
12-28-90	LACC Inc an OH Corp	300 Phillips Ave Toledo OH				12-26-90		GW																											
	Multiple parcel sale see 9-60177																																		
VALUATION IN DOLLARS																																			
Land		Buildings		Total		Order No.		Land		Buildings		Total		Order No.																					
460				460		BTH 52		1820				1820																							
490				490		55		1910		0		1910		07-43784																					
610				610		64								5/5 79																					
900				900		70		07-43784		2-903-015		1,640		82 REVAL																					
760				760				1,640		0		1,640		0																					
REAL ESTATE TAX LIST — LUCAS COUNTY, OHIO																																			
<table border="1"> <thead> <tr> <th>Parcel</th> <th>Assessor No.</th> <th>Order No.</th> <th>REVAL</th> </tr> </thead> <tbody> <tr> <td>07-43784</td> <td>2-903-015</td> <td>88</td> <td>REVAL</td> </tr> <tr> <td>1,790</td> <td>0</td> <td></td> <td>1,790</td> </tr> <tr> <td>07-43784</td> <td>02-903-015-0</td> <td>91</td> <td>UPDATE</td> </tr> <tr> <td>1,790</td> <td>0</td> <td></td> <td>1,790</td> </tr> </tbody> </table>																Parcel	Assessor No.	Order No.	REVAL	07-43784	2-903-015	88	REVAL	1,790	0		1,790	07-43784	02-903-015-0	91	UPDATE	1,790	0		1,790
Parcel	Assessor No.	Order No.	REVAL																																
07-43784	2-903-015	88	REVAL																																
1,790	0		1,790																																
07-43784	02-903-015-0	91	UPDATE																																
1,790	0		1,790																																
REAL ESTATE TAX LIST — LUCAS COUNTY, OHIO																																			

T. R.	Parcel	TAXING DISTRICT						ADDITION—GRANT OR TRACT				Com. TA	Tract Block	Code
18	19416 19417	CITY OF TOLEDO - TOLEDO C.S.D.						PORT LAWRENCE LANDS					3	30 000
Range	Town	Sec.	Qtr.	Lot	Block	Sub.	Acres	PROPERTY DESCRIPTION						
7	9	14	SE				6.735 6.777 6.709	Irreg 3.725 Ac Pce lying 2051.1 Ft on NW line & 204.64 Ft on NE line & 180 Ft Eas Irreg 6.435 Ac Irreg 0.25 Ac Pce lying 1475.57 Ft on SE line & Irreg 0.25 Ac Pce lying 1475.64 Ft & 172.59 Ft on SE line						
on Se line														

Tender Expires July 1

Champion Says No DeVilbiss Change Set If Bid For Control Is Successful

Firm Preparing Letter To Go To Stockholders

TR 5-11-67

Champion Spark Plug Co.

plans no immediate changes in operation of the DeVilbiss Co. If it succeeds in acquiring control of the firm's stock, according to R. A. Stranahan, Champion president and board chairman.

Champion agreed Wednesday to buy 438,800 shares of DeVilbiss stock from Howard DeVilbiss, chairman, and other members of the DeVilbiss family.

Purchase of the DeVilbiss family stock hinges, however, on whether Champion can acquire 50 per cent of the 1,524,292 DeVilbiss shares outstanding.

Howard DeVilbiss, chairman of the board of the DeVilbiss Co. and grandson of its founder, said the sale of his stock in the company involves a personal tax situation.

Estate Taxes Cited

After his death, he said, his heirs might be forced to sell a large block of the stock at a much lower price in order to satisfy estate taxes.

Mr. DeVilbiss confirmed that the agreement with Champion involves sale to that company of his entire holdings in the DeVilbiss Co. stock. He added that he expects to remain active in management of the DeVilbiss firm.

"This is not a fight," Mr. DeVilbiss said. "We support Champion's effort to obtain control of the majority of the company stock."

Champion is preparing a letter to go to DeVilbiss shareholders May 20, offering \$34 a share for the stock. The tender will expire July 1.

Mr. Stranahan expressed confidence that Champion will be able to acquire at least 50 per cent of the outstanding shares.

Agreement To Purchase

The agreement to purchase DeVilbiss family shares involves 239,200 shares owned by

Mr. DeVilbiss, another 199,400 shares owned by his sister, Mrs. Virginia Gordon, and 200 shares owned by Fred Gordon.

DeVilbiss sales last year totaled \$56.2 million and earnings totaled \$4,498,754, while Champion had sales of \$153 million and earnings of \$20,913,462.

DeVilbiss makes spray equipment for a wide variety of applications, and operates an atomizer division, producing therapy products and fragrance containers. Champion serves an international spark plug market, and has been attempting to diversify in recent years.

Made Own Sprayer

DeVilbiss Co. was founded by Dr. Allen DeVilbiss, who came to Toledo to practice medicine in 1885.

Like many physicians of that day, Dr. DeVilbiss fashioned by hand many of the instruments he used in his practice. Dissatisfied with hand sprays available at that time, he designed his own.

The gadget was a success, but Dr. DeVilbiss could not find anyone to manufacture it. So he set up a proprietorship, the DeVilbiss Mfg. Co., to produce the atomizer.

First sales of spray guns were made to furniture manufacturers, and the item became standard in the DeVilbiss catalogue by 1911.

Today the firm has branch offices in every major U.S. city and has licensed companies in France, Belgium, Switzerland, Australia, and West Germany.

522,000 Shares Put On Deposit

TR 6-17-67

Champion Seeking DeVilbiss Stock

About 522,000 common shares of DeVilbiss Co. had been deposited for sale to Champion Spark Plug Co. at the close of business Thursday under Champion's tender offer to DeVilbiss shareholders which opened May 20.

R. A. Stranahan, Champion president and board chairman, said that these deposits, when combined with the 438,800 shares which Champion has agreed to buy from Howard P. DeVilbiss, chairman of the board of DeVilbiss and other members of the DeVilbiss family, will give Champion some 961,000 shares, over 60 per cent of the outstanding shares of DeVilbiss.

Champion's obligation to buy shares under the tender offer is conditioned upon its receiving more than 50 per cent of the outstanding DeVilbiss shares under the tender offer and under its agreement with the members of the DeVilbiss family.

This condition has been fulfilled, Mr. Stranahan said, and Champion will now be obligated to purchase all DeVilbiss shares properly tendered at its depository, the Toledo Trust Co., by the close of business Monday when the tender offer expires.

Mr. Stranahan indicated that although Champion has the right, under its agreement with the DeVilbiss family, to extend the offer for an additional 10-day period, the firm has decided not to extend it.

TR 6-17-67

**Champion To Replace
Old Plant In Canada**

Champion Spark Plug Co. of Canada, Ltd., has announced long-range plans to replace its manufacturing plant with a new facility in two steps at a cost of about \$5.5 million.

The Canadian operation, located in Windsor and employing 300 persons, is a wholly owned, consolidated subsidiary of Champion Spark Plug Co., Toledo.

First phase of the building program will involve a 72,000-square foot plant to be erected in a new industrial park. To be completed in 1970, it will house metal working and plating operations.

An 118,000 square foot addition will be finished by the mid-1970's and will house all other operations of the existing plant.

T.B. 5-23-69

**Champion Boosts
Orrtronics Hold**

Acquires 81 Pct.

Of Common Stock

Champion Spark Plug Co. has acquired 81 per cent of the common stock of Orrtronics, Inc., Toledo manufacturer of tape players and other electronic equipment.

Champion previously held 48 per cent of the outstanding Orrtronics shares.

Orrtronics has issued 1,710,000 common shares, with \$2 par value, to Champion in return for cancellation of \$3,420,000 in short-term promissory notes held by the spark plug firm.

Shareholders of Orrtronics approved the move at a special meeting Tuesday and authorized an increase in the number of common shares from two million to four million to effect the deal.

Champion formerly held 475,843 of the firm's 998,180 common shares outstanding, and now holds 2,185,843 of the 2,708,180 shares outstanding.

T.B. 6-18-69

**Approval Vote
Slated Oct. 8**

Champion Spark Plug Co. and the DeVilbiss Co. have announced merger plans.

Champion now owns 85.6 per cent of the outstanding shares of DeVilbiss stock.

One share of Champion stock would be exchanged for each share of DeVilbiss stock. The merger is subject to approval of DeVilbiss shareholders, who will vote on the plan Oct. 8.

The DeVilbiss firm would operate as the DeVilbiss Co., division of Champion Spark Plug

Co., with Henry Kidd, DeVilbiss president, remaining as president of the division.

T.B. 8-18-69

Champion Obtains DeVilbiss Control

72% Of Outstanding
Stock Purchased

Champion Spark Plug Co. announced Monday that it has acquired about 72 per cent of the outstanding common stock of the DeVilbiss Co.

R. A. Stranahan, Jr., president and board chairman of Champion, said Champion acquired 1,108,861 of the 1,540,085 shares outstanding under a tender that expired Monday.

On May 20, Champion offered to buy all outstanding shares at a price of \$34 a share. Champion launched its move to acquire control of DeVilbiss on May 10 in an agreement to purchase 438,000 shares of the stock from the DeVilbiss family, contingent on later acquiring a majority of shares.

Champion said checks are expected to be mailed today to former DeVilbiss shareholders.

7B 6-27-67

Champion Buying Option Lapses On Orrtronics Stock

Champion Spark Plug Co. has allowed its option to expire on the purchase of 650,000 common shares of Orrtronics, Inc.

Champion already owns 475,843 shares — or 48 per cent — of the Orrtronics common shares.

The firm, located in Willis Day Industrial Park, manufactures magnetic tape cartridges and play-back units. Keith Wilpon is president.

7B 8-2-67

Champion To Offer Stock \$30 Million In Debentures

Funds To Be Used To Pay For Additions
And Balance Of DeVilbiss Acquisition

Champion Spark Plug Co. has announced plans for the sale of a large block of common shares and \$30 million of debentures.

Proceeds will be used to finance new plant additions, including a \$7 million project in Toledo, and to pay the balance of a debt incurred in acquisition of control of the DeVilbiss Co.

The proposal calls for the sale of 368,250 shares of common stock. Of this total, 103,800 common shares are from the company treasury.

The balance of the shares registered with the Securities and Exchange Commission Wednesday are from the holdings of the Stranahan family and management officials.

Toledo Trust Co., as trustee for members of the Stranahan family, holds 51.5 per cent of the outstanding shares, and management officials own beneficially another 4.9 per cent of the shares.

Of the common shares, 264,450 are to be sold by six shareholders. Toledo Trust Co., trustee for members of the R. A. Stranahan, Sr., and F. D. Stranahan families, proposes to sell 122,450 of 465,360 shares it holds.

Frank R. Stranahan proposes to sell 100,000 of his 187,750 shares. The Stranahan Foundation plans to dispose of 25,000 of its 48,700 shares. Others plan to sell amounts ranging from 2,000 to 10,000 shares.

The 264,450 shares to be sold by the Stranahan family and other management officials represents about 4 per cent of the outstanding shares. These interests will retain control of more than 50 per cent of the company's stock.

Underwriters headed by Merrill Lynch, Pierce, Fenner & Smith will handle the debentures and the sale of 103,800 shares.

**Profit For First Half
\$11,316,000, Record High**

Champion reported record high after-tax profit in the first

half of 1967. After-tax earnings amounted to \$11,316,000, or \$1.89 a common share. This includes earnings of about 7 cents a share from majority-owned subsidiaries.

In the first six months last year the company had a net profit of \$10,020,000, equal to \$1.67 a common share. About 2 cents a share of this was applicable to majority-owned subsidiaries.

The earnings statements do not include the profits of the DeVilbiss Co., in which Champion acquired a 72 per cent interest on June 26.

7B 8-17-67

UAW Seeks To Bar Moye By DeVilbiss

DEC 30 1982
United Auto Workers Local 12 has accused the DeVilbiss Co. of failing to abide by a collective bargaining agreement in its decision to shut down its rubber operations here and move them to a newly acquired plant in Morenci, Mich.

The union states in a lawsuit filed Wednesday in U.S. District Court that its contract with DeVilbiss requires the firm to give advance notice before work is "subcontracted" and to give the union the opportunity to discuss alternatives by which the work involved could be kept in Toledo.

Local 12 alleges that the company did not give required notice when it announced plans Dec. 21 to close down its Toledo rubber operations and did not respond to grievances the union filed seeking immediate arbitration of the issue.

Closing down of the rubber operations could result in the eventual layoff of up to 40 employees, according to the lawsuit.

The complaint asks the court to bar the company from making the move pending the outcome of grievance procedures.

DeVilbiss Co. officials could not be reached for comment.

The company announced the acquisition of Morenci Rubber Products, Inc., on Dec. 20.

Willis Day Purchases 5.5 Acres

Willis Day Properties, Inc., has completed the purchase of a 5.5-acre site that includes the former sheet metal fabricating facilities of the DeVilbiss Co. division of Champion Spark Plug Co., according to Willis F. Day III, company president.

The company will have invested about \$100,000 in the property when improvements are completed, he said.

The site, which comprises the block bounded by Sylvania Avenue, Funston Street, Graceland Avenue and Concord Street, is near I-75 and within minutes of the former Toledo Scale Co. property that Willis Day purchased about a year ago.

The new acquisition will serve as an extension of the 70-acre Toledo Scale site, now known as Willis Day Business Center, and will be used for light manufacturing or warehousing, depending on tenant needs, Mr. Day said.

The main building on the former DeVilbiss property has almost 88,000 square feet of space and can accommodate two office levels, Mr. Day said. There also is a two-story structure of about 18,000 square feet.

Champion Realigns Its Morenci Unit *Ind*

Champion Spark Plug Co. has realigned and renamed its Morenci Rubber Products as a part of the company's automotive operating division, according to Donald Ramsdel, vice president of Champion's automotive division.

The unit's new name will be Morenci Engineered Rubber Products to reflect its higher degree of sophistication and technology, Mr. Ramsdel said.

Champion had operated Morenci as a part of DeVilbiss Co. since it acquired the company in 1982.

Morenci manufactures a wide range of molded and extruded rubber products for the automotive industry. *Blade*

FEB 4 1985

Champion Plans To Sell DeVilbiss For \$95 Million To Chicago-Based Firm

By HOMER BRICKEY
Blade Business Editor

The DeVilbiss Co., one of Toledo's oldest manufacturing companies, will be sold for \$95 million, Champion Spark Plug Co., its parent organization, announced this morning.

Champion said it is selling the 99-year-old DeVilbiss, a part of Champion for 20 years, to Eagle Industries, Inc., of Chicago.

Susan Obuchowski, who spoke for Eagle Industries, said Eagle is a nine-month-old company established by Great American Management & Investment, Inc., as a holding company for 10 subsidiaries. She said Eagle operates those companies as autonomous subsidiaries.

Although she said Eagle Industries has not determined how it will operate DeVilbiss, she said she sees no reason why operation of DeVilbiss would change.

O. Lee Henry, president of Champion, said the sale of the DeVilbiss Division, long rumored in financial circles, will let Champion concentrate on its core automotive and aviation businesses.

DeVilbiss — which makes compressors, health-care products, and industrial-coating equipment such

as auto spray-painting guns — had sales of about \$250 million last year. It employs 2,800 people worldwide, including about 600 in Toledo.

The firm is one of the leading suppliers of the Sears brand of compressors for home use.

For several years, DeVilbiss also tried to make a name for itself in the relatively new robotics business, but the firm began phasing out its robotics manufacturing earlier this year after selling some 500 industrial robots. DeVilbiss still makes some equipment for the burgeoning robotics industry.

DeVilbiss operates a 500,000-square-foot headquarters and manufacturing plant on Phillips Avenue. It also has plants in Angola, Ind.; Somerset, Pa., and eight foreign countries.

The buyer of DeVilbiss, Eagle Industries, anticipates revenues of \$400 million this year, not counting DeVilbiss' revenue. Eagle's businesses include building and specialty products, industrial processing equipment, and utility and ceramic products.

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NOV 16 1987 BLADE

DEVILBISS 

► **HISTORY:** Founded in Toledo in 1888 by Dr. Allen DeVilbiss to manufacture atomizers for medical trade. That later evolved to its modern mission: making spray painting equipment for the automotive industry.

► **EMPLOYEES:** Worldwide, 2,800; in Toledo, 600.

► **OWNERSHIP:** Champion Spark Plug bought a two-thirds interest in 1967 and acquired the balance in 1969, and made DeVilbiss a separate operating division. Today, Champion announced it was selling DeVilbiss to Eagle Industries, Inc., a holding company specializing in the acquisition and management of firms.

► **KEY QUESTION:** Why did Champion want to sell a company that is a profitable leader in coatings applications, consumer compressors, and health care products with 1986 sales of approximately \$250 million?

DeVilbiss To Be Sold To Chicago Firm

Continued from First Page

Champion bought the majority of DeVilbiss stock in 1967 and the rest of it in 1969. DeVilbiss became a division of Champion in 1970.

Champion said the price of \$95 million is a cash deal, and the liabilities to be assumed by Eagle

Thomas G. Kress, Champion's vice president and chief financial officer, said the purchase price — to be paid at closing — is essentially at DeVilbiss book value, after certain expenses of the sale.

However, Mr. Kress said the transaction would be a cash deal, and the liabilities to DeVilbiss will carry a cost to

share charge about \$4 million against Champion's earnings this year. NOV 16 1987

Champion's announcement this morning said the firm will use the proceeds of the sale for general corporate purposes. It also said that Champion's board of directors has authorized the purchase of up to 5 million of its common shares.

BLADE

By BRUCE VERNYI
Blade Business Writer

The announced sale of DeVilbiss Co. by Champion Spark Plug Co. is another step in changing the face of Champion, a process that began when O. Lee Henry was named president and chief executive officer in June 1986.



Nov 17 1987

The 99-year-old DeVilbiss, a maker of industrial and commercial spray-painting equipment and medical supplies, "just never really fit," with Champion's other businesses — making automotive components — and was a drain on the company's financial and management resources, according to Joseph Phillipi, an analyst with E. F. Hutton who watches Champion.

Yesterday, Champion announced it has an agreement to sell DeVilbiss to Eagle Industries, Inc., a nine-month-old company established by Great American Management & Investment, Inc., as a holding company for 10 subsidiaries.

Mr. Phillipi and other analysts contacted

by The Blade applauded the announced sale and said they were not surprised by it.

Although it was not announced, Champion hired the Salomon Brothers investment-banking firm last July as its agent to sell DeVilbiss. Mr. Henry said yesterday that the decision to hire Salomon Brothers came only after a long debate within Champion.

"I decided early on [that is, soon after he was hired by Champion] that we had to take a hard look at DeVilbiss," Mr. Henry said. "We deliberated over a long period of time on it."

"We concluded we wanted to concentrate in the automotive business worldwide and we could expand the use of the Champion brand name and product line with those assets," he said.

The final decision to sell DeVilbiss was made last Tuesday at a board of directors meeting, Mr. Henry said. The deal was



O. Lee Henry

signed Saturday.

The conclusion to sell DeVilbiss was partially based on Champion's success with the introduction of 21 auto-related products under the famous Champion bow-tie logo in February. Those products were the first — other than its spark plugs — in its 80-year history to bear the Champion logo.

Mr. Henry said the company plans to announce in January other new products under the Champion name.

Besides introducing those new products and promoting the sale of DeVilbiss within the company, Mr. Henry was responsible for a restructuring of Champion during the last six months of 1986 which trimmed the company.

The \$95 million cash sale of DeVilbiss will help Champion to pay for those products and will give the company cash to make acquisitions to grow, analysts said.

"DeVilbiss requires a lot of research and development dollars to be competitive. It is a capital intensive business, a tough business, and a highly competitive business," Mr. Phillipi said. "Having the two disciplines, the industrial business of DeVilbiss and the consumer-oriented business of

Champion was a difficult task for the company — it was a drain on their finances and on their management."

Michael Howe, an analyst with the Philadelphia firm of Butcher & Singer, agreed, saying that he views the sale as giving Champion a chance to enhance its competitive position in the new products it is introducing.

Although the analysts saw DeVilbiss's performance as disappointing to past Champion management, Mr. Henry said its performance has improved greatly since Thomas C. Field took over as its president in April, 1984.

Mr. Henry said its recent profitability made DeVilbiss easier to sell, especially in light of the recent stock market crash.

"You have to look at this under the present business conditions. A lot of deals have fallen through since Black Monday."

Spokesmen for Eagle Industries and its parent company were not available yesterday.

However, Mr. Henry said he believes the company will operate DeVilbiss as an autonomous subsidiary as it does its other units.

New Owner Of DeVilbiss Outlines Firm's Plans

Arnold Ditri is president and chief executive officer of Eagle Industries, Inc., the company which has agreed to purchase DeVilbiss Co. from Champion Spark Plug Co. Mr. Ditri and Thomas Field, president of DeVilbiss, talked to Blade business writer Bruce Verna yesterday about the sale and what it means for DeVilbiss and for Toledo. DeVilbiss reported sales of \$250 million last year making spray-painting equipment, such as spray guns, compressors, spray booths, and accessories, for the automotive, appliance, and other industries; robots and robotic systems to go with the spray painting equipment; spray guns and compressors for consumers that are sold by Sears under the "Craftsman" trade name, and a line of medical equipment.

Q. Eagle Industries is just nine months old, yet it has nine subsidiaries. Could you tell me something about its history?

A. DITRI: Eagle was founded by Great American Industrial, Inc., a joint venture company established by Great American Management & Investment, Inc., Chicago, and my company, Ditri Asso-



Arnold Ditri

Thomas Field

ciates, Greenwich, Conn., to take advantage of the current restructuring of manufacturing businesses in the United States, Canada, and Europe.

Great American Management is a publicly-held company whose interests are in

Eagle, a company that makes the Vigor lawn fertilizers, and in a real estate mutual fund (Great American Management was founded as a real estate business).

Ditri Associates is a five-year-old company set up to link with investor groups to find and acquire and build industrial companies.

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Eagle focuses on acquiring high quality, strongly managed companies, like DeVilbiss, which have a dominant share of their markets and which were successful but which have, for one reason or another, had less success in recent years and which have hidden values.

We feel working with those companies we can make them more successful.

Q. How do you operate your subsidiaries?

A. DITRI: Each is a stand alone company.

At Eagle, we have only 25 people.

It is not our intention to operate DeVilbiss or any of our subsidiaries.

We have a management team at DeVil-

biss which has made the company successful, which has built a momentum. They are doing the right things, and it is our intention to work with them and to get them moving faster, to build the momentum they've built up.

Our people have the ability to assess hidden values of a company.

It's Tom's (Mr. Field's) team that has worked to keep that momentum going. We work with them to provide strategic planning, advice, and support.

Q. With a company that is only nine months old, where do you get the money for a \$95 million purchase? Or to purchase the other subsidiaries you have?

A. DITRI: Eagle bought those companies over the past three years.

The equity came from Great American Management, a successful real estate company that has a significant cash flow.

Our bank financing is done at several banks.

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Plans For DeVilbiss Outlined

Continued from Page 37

We will leverage the company's cash flow and its assets, but those are not enough to cover all of the purchase as they might have been a few years ago, when interest rates were lower.

What makes this work is a tremendous cash flow from our current companies and from DeVilbiss. Our other companies are doing very well.

Q. What are your other companies? What businesses are they in?

A. DITRI: We have our Pfaudler Group, Rochester, N.Y., which manufactures and distributes glass lined tanks for the chemical industry worldwide.

That is a fine, old company with the same characteristics of DeVilbiss. It has market share and a well-known name in its industry.

We also have Dayton Chemineer Co., which makes mixers and agitators for glass-lined tanks made by Pfaudler; Mansfield Plumbing, Perrysville, O., which manufactures porcelain sinks and toilets; and Clevasflex Co., which makes 90 per cent of the carburetor ducts used by the U.S. automotive industry.

Q. You mentioned the way Dayton Chemineer's products fit with Pfaudler's products; do all of your companies have similar product fits? Does DeVilbiss fit with any of your other companies?

A. DITRI: We have some synergies between companies as in Pfaudler and Chemineer and as between two of our companies in the construction supply industry, by we haven't focused on particular industries or types of companies or products.

Now that we have built ourselves to some size, we are seeing as much internal growth in our companies as we see synergistic growth. But there is no synergism between DeVilbiss and our other companies.

We see DeVilbiss as being in an industry in which there will be a significant shakeout within the next five years.

It is Tom Field's job to make sure DeVilbiss is one of the companies that is here after the shakeout. Then we will focus our growth.

Q. Where does DeVilbiss fit into Eagle? Is it a large or small acquisition for you?

A. DITRI: It is by far our largest acquisition.

Before acquiring DeVilbiss, Eagle's companies had annual sales of \$400 million. DeVilbiss, by itself,

We are a group of diverse companies that we are buying to make better. We are not in the business of selling companies; in fact, we haven't sold anything we have bought.

Q. The rumors about Champion selling DeVilbiss have been around for a year. One of them had it that the best way to sell the company would be in three units — its industrial equipment, its commercial equipment, and its medical equipment units. What do you see for the future of DeVilbiss?

A. DITRI: We don't yet own the company, but we don't see DeVilbiss splitting up. Nothing we've seen today — and I mean I don't foresee anything tomorrow — that would mean we would split the company up.

FIELD: DeVilbiss has a nice diversity to it with all of the units having a common thread.

I see them staying together that way.

Q. What about a restructuring to trim fat and improve efficiencies?

A. DITRI: Certainly we have a challenge of making the company more competitive in the long term against people, throughout the world, who are more efficient than we might be, but I do not know all the answers right now, today.

I won't know all the answers immediately after we close on the purchase.

We have a number of things to study after closing and we have to talk to the union.

FIELD: Obviously, our current base of employees will be very concerned about this. They are going to read this and fill in the details however they can.

From the management's perspective, with the direction we are heading in and following, there is no major employment restructuring that is needed.

We've gone through that during the past three years. As far as downsizing is concerned, DeVilbiss has reduced its personnel by 20 per cent in the last three years. No more is needed.

However, organizations are constantly changing to meet the needs of the marketplace.

They change up and down.

But I can say we are not over-staffed.

Q. Do you foresee other changes? Any increases or growth?

A. FIELD: We have a total capacity as a company to absorb additional growth without many additions, except for added capital.

The majority of productivity gains come from within the company and the challenge we face at DeVilbiss is to remain competitive in our markets based on the cost structures of doing business in the United States.

NOV 19 1987

At DeVilbiss 15 years ago, we had more than 1,000 factory workers in Toledo. Today we have 300, due to the changing nature of the business as we are in.

BLADE

However, we have half of those jobs today because we were able to secure, in the late 1970s a strong relationship with Sears.

If we are going to be successful in the United States, we have to be productive — productive enough to be competitive worldwide — because the world will no longer subsidize an inefficient company.

One thing I have to add is the past news stories have dwelt on Champion and its being able to focus on its automotive business not that it has sold DeVilbiss.

However, this also leaves DeVilbiss able to focus on and pursue its objectives.

We are going to have our 100 year anniversary next year under the DeVilbiss name.

We expect to introduce a large number of new products in that year and to post record sales and profit.

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Author: Barbara Weiss

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Champion Sells DeVilbiss Unit For \$95 Million

Champion Spark Plug Co. last week said it was selling its DeVilbiss Co. division for \$95 million to Eagle Industries Inc., a unit of a Chicago holding company that has been accumulating basic metalworking and other businesses.

The 99-year-old DeVilbiss, part of Champion for 20 years, makes air compressors and claims to be the world's largest maker of spray equipment, which it produces at a plant here and eight plants outside the U.S. Including its health-care products, DeVilbiss logged sales of about \$250 million last year and employs 2,800 worldwide, 600 in Toledo.

A possible sale had been the topic of industry speculation for some time,

particularly as Champion's financial difficulties worsened last year when the firm reported steep losses and dropped its dividend, placing part of the blame on DeVilbiss. But Champion has since returned to profitability and it restored its dividend only two weeks ago. A Champion spokesman said DeVilbiss has been profitable overall.

spokesman for Champion said the sale would allow the firm to concentrate on its core automotive products business, including spark plugs, wiper blades and a new line of 21 products ranging from spark plug wires to filters to chemicals, all of them supplied by outside firms. Champion also produces ceramic insulators and operates a metal fabricator, Sharon Manufacturing Co., with plants in Lambertville, Mich., and Ligonier, Ind.

DeVilbiss' purchaser, Eagle Industries, is a subsidiary of Great American Management & Investment Inc., a Chicago holding company that has specialized in acquisitions in three business sectors: financial services, manufacturing, and agricultural chemicals and fertilizers. Its acquisitions have included the Lapp Insulator division of Clevepak Corp. in 1985 and, in April 1986, White Plains, N.Y.-based Clevepak itself, which formed the basis of Eagle Industries.

Susan Obuchowski, assistant vice president of Great American, noted that Eagle consists of low-technology businesses that have a good market presence. She said DeVilbiss should fit well with Eagle because of its long-term market presence. For the fiscal year ended July 31, Great American reported sales of \$739 million, \$370 million of that from the manufacturing operations.

Thomas G. Kress, Champion vice president and chief financial officer, said the sale is expected to be completed within 90 days, after necessary approvals have been garnered.

As reported, DeVilbiss exited its robotic arc welding and material-handling business earlier this year, deciding its robotics expertise lay in spray painting (MN, March 2). The division had been assembling such products after bringing them in from Misco Ltd. of Japan, a unit of the Matsushita group. In August, GMF Robotics Corp., Rochester Hills, Mich., agreed to give DeVilbiss exclusive rights to market GMF's electrically actuated painting series robot in some world markets (MN, Aug. 31). Timothy Dublick, DeVilbiss' general marketing and sales manager, said the firm still makes three models of its hydraulic painting robots in Angola, Ind.

The Clevepak units grouped into Eagle include New York-based Ceramx Corp., a developer of sealing technologies for bonding ceramics to metals; Mansfield Plumbing Products, Perrysville, Ohio; Heart & Cooley, a Holland, Mich., maker of heating and ventilating grills and registers; Clevaflex, Cleveland, a maker of multi-ply flexible tubing; Chemineer, Dayton, Ohio, agitators and static mixers for fluid-processing applications; Equality Specialties, a cord maker; and Pulsafeeder, Rochester, N.Y., which supplies rotary, centrifugal and high-precision pumps. In April, Eagle acquired Pfaudler Co., a Rochester, N.Y., glass-lined vessels maker.

Champion's spark plug assembly plants are located in Toledo and Burlington, Iowa, and 11 locations overseas, while its Anderson Co. subsidiary makes Anco blades in Michigan City, Ind., New Carlisle, Ohio, and four foreign plants. An analyst at Standard and Poor's said Champion, which was put on a credit watch last August, was removed from the watch Feb. 16, 1987 after its rating was downgraded two notches from A plus to A minus. The firm's ratio of total debt to total capitalization was about 19 percent as of June 30.

DeVilbiss Sale Completed For \$95 Million

BLADE

Champion Spark Plug Co. said yesterday it completed the sale of the DeVilbiss Co. to Chicago-based Eagle Industries, Inc., for \$95 million. MAR 08 1988

Champion announced on Nov. 16 that it was selling its 100-year-old subsidiary to Eagle so it could concentrate on core automotive and aviation businesses.

"This means the transaction is done," said R. J. Mougey, Jr., a Champion spokesman. "DeVilbiss now belongs to Eagle."

DeVilbiss, which makes compressors, health-care products, and industrial coating equipment such as auto spray guns, had 1987 sales of about \$275 million, up from \$250 million in 1986.

Eagle was formed in early 1987 as a holding company for Great American Management and Investment, Inc.

DeVilbiss, like Eagle's other subsidiaries, will operate as an independent unit, Eagle officials said.

DeVilbiss, which has been a part of Champion for more than two decades, employs 2,800 people worldwide, 600 in Toledo.

The company is a leading supplier for the Sears brand of compressors for home use.

DeVilbiss had ventured into robotics several years ago, but early in 1987 began to phase out its operations after selling about 500 industrial robots used in automobile production. The firm still makes some equipment for the robotics industry.

The company operates a 500,000-square-foot headquarters and manufacturing plant on Phillips Avenue. DeVilbiss also has plants in Angola, Ind., Somerset, Pa., and eight countries.

Champion bought the majority of DeVilbiss stock in 1967 and the rest of it in 1969. DeVilbiss became a division of Champion in 1970.

DeVilbiss turns 100, looks →

By MICHAEL D. TOWLE

Blade Business Writer

The DeVilbiss Company's path to a century in business has been a challenging, profit-making combination of the health care and industrial-equipment industries that isn't likely to get boring anytime soon, its president says.

"When companies get old and large the objective has to be to stay young and active and close to your customers," said Thomas C. Field.

"During the last 100 years the rate of change in business has increased tremendously.

"There's no reason to think that it's all of a sudden going to slow down. The challenge in the future is going to be to adjust to change even faster than we have in the past."

THE HISTORY of DeVilbiss is one of adapting to new markets and changing business climates.

In fact, the history of this Toledo-founded firm may be a good lesson for modern day Corporate America as it faces the new challenges of a global marketplace.

The roots of the company are in the invention of an atomizer for medical use by Toledo physician Dr. Allen DeVilbiss, who in 1888 combined a bulb, some tubing, and the base of an oil can that evolved into atomizers for the medical trade.

That gave birth to the company's modern mission: making spray-painting equipment for the automotive industry.

Dr. DeVilbiss' son, Thomas DeVilbiss, is actually credited with doing the first experiments for the company with the spray gun in 1907.

HIS VENTURE led to the modernization of the furniture-finishing

industry and the lacquer coating of the 1923 Oakland automobile.

The lacquering process reduced drying time from weeks to hours and replaced hand brushing and caused tremendous increases in productivity in early U.S. auto factories.

SEP 11 1988

DeVilbiss today is owned by Eagle Industries, Inc., which bought the firm in March from Champion Spark Plug Co., owners of DeVilbiss for 20 years.

BLADE

Mr. Field said the company has spent the months since its buyout operating as an independent division of Eagle, a \$400 million, Chicago-based holding company.

"So far things have progressed well," he said. "We're getting good support from the Eagle people and I think they're pleased with what we're doing."

CHAMPION HAD BOUGHT a two-thirds interest in DeVilbiss in 1967 and acquired the balance in 1969, making the company a separate operating division.

The company, which was sold by Champion for \$95 million, has concentrated on equipment and systems for in-plant finishing and automotive refinishing, including spray guns, spray booths, and sophisticated spray systems — even spray-painting robots.

DeVilbiss employs 3,000 people around the world, including 600 in Toledo.

The company operates a 500,000-square-foot headquarters and manufacturing plant on Phillips Avenue.

It also has plants in Angola, Ind.; Somerset, Pa., and eight foreign countries.

In fact, DeVilbiss' European cli-

entele — mostly interested in its finishing systems — is so strong that it has 900 employees stationed there to serve customers like BMW, Mercedes Benz, and Fiat.

DeVilbiss also has about 100 employees working with customers on the Asian Rim and Japan and about 300 employees serving its Canadian market.

"We're very optimistic about the future," Mr. Field said at the firm's 100th birthday party yesterday at its headquarters. "We don't have to go into different businesses to grow. We have a lot of potential to increase our market share."

He added that about 40 percent of the firm's business is done outside the United States already, but "we could have five times that business."

THE COMPANY'S paint-finishing segment, Mr. Field said, has been a growing one for the company.

He said more stringent restrictions by federal regulators and increased demand for higher air-quality finishing has brought DeVilbiss technology to the forefront in its markets.

"Changing paints, changing air-pollution standards ... all these trends work in our favor," Mr. Field remarked.

DeVilbiss certainly can claim a place in recent technical advancements in the auto industry. Japanese automakers have looked to the firm for \$30 million in high quality robotics for the paint shops and other units of their U.S. "transplant" plants.

"We focus a lot of our attention not just on the robots, because that's only one method of automation," Mr. Field said, "but on the atomizing technology of how you actually apply paint to the surface of the car."

"Controlling fluid and color changes are DeVilbiss strengths. They should be though; atomizing has been part of our history for 100 years."

AMONG DeVILBISS' customers are:

► Mazda Motor Corp. The builder of \$550 million state-of-the-art facility in Flat Rock, Mich., is using 36 DeVilbiss robots in that plant, a \$6 million purchase from DeVilbiss.

► General Motors Corp. For GM DeVilbiss installed the largest paint finish robot system in the U.S. The company put 96 robots in GM's mini-van plant in Baltimore, Md.

DeVilbiss turns 100

GM currently has contracted with DeVilbiss to install finish equipment in its New United Motors Manufacturing, Inc., or NUMMI, a 50-50 joint venture with Toyota Motor Corp.

► Nissan Motor Corp. DeVilbiss earned a \$7 million contract to install robotics at its transplant truck plant near Smyrna, Tenn., in 1980.

► Hyundai Motors Corp. The Korean automaker has bought the firm's equipment for its plant in Montreal, Que.

"We've been fortunate because of the presence we have in Japan that we've been able to do major pro-

jects at almost every single transplant in the U.S.," Mr. Field said.

"Those successes are really a matter of building long-term relationships," Mr. Field said. "We've spent the last 10 to 15 years in Japan. We've proven we have the best, most modern technology available."

DEVILBISS IS ALSO a leading supplier of consumer and light duty commercial air compressors, primarily made under a private label for Sears.

And the company is still earning profits from its root business of health care. It makes respiratory

products for home care that are performers in the \$300 million market. "We believe the kinds of respiratory care equipment we deliver around the world are global leaders," Mr. Field said.

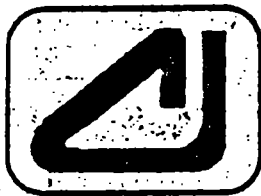
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He added that the need for improved home health to combat rising medical costs has driven a five-fold profit increase for the division over the last several years.

"We are committed to the future," Mr. Field said. "And our theme at DeVilbiss is: 'The Best Is Yet To Come.'"

Cooper, Champion directors OK buyout for \$707.5 million

FEB 22 1989 BLADE

By MICHAEL D. TOWLE
Blade Business Writer



COOPER INDUSTRIES



Robert Cizik
Chairman / President

Founded in 1833 as a one-horse foundry in Mount Vernon, O., making iron pots, plowshares, and stoves.

Moved to Houston from Mount Vernon in 1967.

Main business: electrical and electronic products.

1988 sales \$ 4.26 billion
Champion would add \$738 million
1988 earnings \$224.4 million

Ranked number 118 in Fortune 500
Operates 145 plants in 42 countries
and employs 46,700 people.

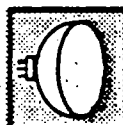
Some Cooper products:



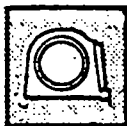
BUSS
FUSES



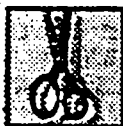
BELDEN
CABLES



WAGNER
AUTOMOTIVE
LIGHTING



LUFKIN
RULES



WISS
SHEARS



KIRSCH
DRAPERY
HARDWARE

THE DEAL

Cooper must obtain 50.1% of Champion's 33.6 million outstanding shares. The Texas firm is offering \$21 a share, effective tomorrow.

Federal regulators and Champion's shareholders, including the Stranahan family, who hold the major portion, still must approve.



Cooper Industries has said it expects to obtain the necessary stock by May 1.

A Houston-based conglomerate has outbid Toledo-based Dana Corp. and signed an agreement with Champion Spark Plug Co. directors to buy the firm for \$21 a share, or \$707.5 million.

Cooper Industries, Inc., said it will pay cash for Champion's 33.6 million outstanding shares in a tender offer it expects to begin tomorrow after filing documents with the Securities and Exchange Commission today.

Champion officials said the agreement terminates a deal struck with Dana in January that would have given stockholders a choice of \$17.50-a-share in cash or the opportunity to trade Champion stock for Dana's.

Dana President Southwood "Woody" Morcott said today the company would not raise its bid for Champion. "It's not in the best interest of our shareholders to go higher," he said. "We are unable ... to justify an increased price."

He said Dana would return any Champion shares tendered under the offer. Dana is to receive a \$15 million break-up fee because its deal with Champion fell through.

Champion President O. Lee Henry said the Cooper offer was "a good deal for our shareholders," but added that it was "inappropriate" for anyone to speculate on what strategic value the merger contained for the two companies.

"It's all part of the process," he told The Blade. "Cooper doesn't own the company yet anymore than Dana owned it before. Even when they do, it will take time for them to explore what they will do, what their alternatives are."

Cooper Chairman and President Robert Cizik said in a statement that his company's purchase of Champion "would position Cooper

Turn to Page 5, Col. 1

Cooper outbids Dana to buy Champion

FEB 22 1989 SLADE

Continued from First Page

as a leading manufacturer of premium-brand products for the worldwide automotive parts aftermarket. . . . Champion has strong brand recognition and market leadership and would provide an excellent entry into its two market segments."

Cooper, which earned \$224.4 million on sales of \$4.26 billion in 1988, has acquired about 50 companies since 1967 in an effort to diversify out of gas compression equipment for the foundering oil and gas industry.

In 1985, it acquired McGraw-Edition, an auto-parts company whose units included Wagner brakes and lights, Bussmann electrical, and Belden wire and cable.

Champion earned \$22.1 million on sales of \$738 million in 1988.

Union expresses support

Tom Hall, bargaining chairman of the United Auto Workers Local 12 Champion unit, said his membership is ready to work with Cooper.

"We are willing to work with anyone that is anxious to make a quality [product] and give their employees a fair shake," he said.

Cooper announced Feb. 6 that it would be willing to pay \$21-a-share for Champion, but it needed to review confidential financial information about the company and its facilities before its board could formalize the offer.

Cooper's appraisal of Champion was completed last week and its board approved the matter yesterday morning. Champion's board approved the deal yesterday afternoon.

The two firms made their intentions public in a joint statement released just after 5 p.m.

Majority of stock

The deal is contingent upon Cooper being able to acquire a majority, or 50.1 percent, of Champion stock. The offer is not conditioned on the receipt of financing. Cooper said it expects to effect the merger after May 1.

Cooper's stock closed up 25 cents

at \$57.375 while Champion closed down 37.5 cents at \$22.25 on the New York Stock Exchange.

The merger is subject to approval by Champion shareholders and federal regulators.

Among the shareholders who must approve are members of the Stranahan family, descendants of Champion's founders Frank D. and Robert A. Stranahan, who began the company in Boston in 1907 and moved it to Toledo in 1910.

The Stranahan family formed Chinook Partners L.P. three years ago to consolidate and govern the 33 percent stake the family holds in Champion. Wall Street traders have been waiting since Dana made its offer for Chinook to tender its shares.

Stranahan family ties

Mr. Hall of Local 12 said he was saddened over the departure of the Stranahan family's ties to the company.

"We'll miss the stability that the Stranahan family has provided all these years," he said. "They've been personally involved with a number of employees at the plant. It's something I'm sure won't be duplicated."

He said employees remember and admired Robert A. Stranahan, Jr.'s efforts to be a hands-on manager. "He walked through the plant everyday," he said. "We're all sorry to see him leave."

Mr. Stranahan is chairman of Champion's board and a former chief executive there.

Rumors of the sale of Champion surfaced in mid-January when it became known that Chinook's members had to vote by April 1 on

continuing the partnership or letting it dissolve.

Two-thirds vote required

Two-thirds of Chinook's partners must vote to sell the family's stock for it to take place.

Champion's other major shareholder, Mario Gabelli, the New York money manager whose investment firm Gabelli & Co. holds a 15.5 percent stake in Champion, said yesterday he is pleased with the Cooper-Champion pact.

"The Cooper price of \$21 provides shareholders with a higher floor than the \$17.50 that was provided under the Dana alternative," he said. "We are delighted that the free market process is functioning and we think this opens up the arena for a higher bid for someone else."

DeVilbiss buys plant site, building in Jackson, Tenn.

By JACK BAESSLER
Blade Staff Writer

The DeVilbiss Co. announced today that it has bought a shell building near Memphis, Tenn., where it intends to move its Toledo manufacturing facility, ending employment here for 340 hourly workers.

In a prepared statement, the company said it has acquired a partially completed building on a 94-acre site in Jackson, Tenn., for an undisclosed sum. **BLADE**

Moving Toledo production comes after hourly employees represented by the United Auto Workers, Local 12, were unwilling to accept a large wage concession proposal to replace the current agreement that expires May 1.

Negotiations on a phase-down agreement between the company and the UAW are ongoing, according to company officials.

Current plans by the company call for the plant to begin its shutdown in July or August "with some affected functions" to continue through October or November, according to a notice to employees.

The company anticipates negotiations with the union can be concluded within the next two to three weeks so more detailed decisions can be made and communicated regarding employees who will be affected,

the notice stated. **MAK 23 1989**

DeVilbiss plans to invest \$7 to \$8 million to complete work at the plant that will be used for production, a warehouse, and offices. In addition, another \$8 to \$10 million in equipment will be spent at the plant.

"DeVilbiss is committed to maintaining its leadership position in technologically advanced, high quality products and services," said Thomas C. Field, president of the company. "We believe that a new, modern facility in Jackson will support our growth objectives."

George Huston, vice president of human resources for the firm, said the firm studied several locations and compared cost factors including energy, health care, workers' compensation, unemployment insurances, and taxes.

He added the "availability of good potential employees and a supportive local economic development organization were major factors in our selection of Jackson."

"When we are up and running we should have 330 to 350 employees on the job," Mr. Huston said. About 275 to 280 employees will be hourly workers, he said.

Jackson is located in western Tennessee, about an hour northeast of Memphis. It has a population of about 80,000 people.



reback

and chief executive of the Parmer Group
of Parmer during a New York news
the company will relaunch its product
label marked "Nouvelle Production"
in the United States after traces of
bottles. The recall was broadened five
bottles in 120 countries when problems
in other countries.

for prospective
ome buyers

Seminar speakers will include
Patt Denihan, director of the home
ownership programs for the state
with a housing finance agency, who will
discuss the home ownership and

Largest DeVilbiss unit sold

Illinois Tool Works to buy Industrial/Commercial division

BY HOMER BRICKEY
BLADE WRITER

The buyout of Toledo-based DeVilbiss Co. is to be sold for the second time in about two years.

Chicago-based Illinois Tool Works Inc. announced yesterday that it has agreed to buy the DeVilbiss Industrial/Commercial division — which had \$200 million in sales last year — from Eagle Industries Inc., also a Chicago firm. Terms of the deal were undisclosed, but it is believed to be a cash transaction.

The fate of the DeVilbiss division's 200 Toledo employees is uncertain.

Stephen Kaye, ITW's vice president of corporate communications, said, "We haven't closed the deal. It's too soon to tell. We want to put two good companies together (DeVilbiss and its former competitor, Ransburg Corp. of Indianapolis). DeVilbiss has a great name. We have no intention of losing that."

"The idea is not to lose a competitor but to put two companies together in the marketplace."

Mr. Kaye added that when ITW acquired Ransburg last year, it left Ransburg's headquarters in Indianapolis.

ITW acquired Ransburg after Great American Management & Investment, Inc. — parent firm of Eagle Industries and the ultimate parent firm of DeVilbiss — launched an unsuccessful hostile takeover attempt for Ransburg.

Mr. Kaye said yesterday that after the takeover bid failed, Eagle approached ITW to enter into buyout talks. "They clearly had an interest in putting the two companies together," he said. Mr. Kaye said talks went through last weekend, and the deal was stuck Monday.

ITW is a diversified company producing automotive, electronic, medical, fastening, and adhesive products. The firm, which employs about 15,000 people, had \$2.2 billion in sales last year. ITW's stock closed yesterday at 49 1/2 on the New York Stock Exchange, down 1/2 %.

DeVilbiss Industrial/Commercial division employs about 2,000 people in the United States, Europe, Canada, South America, Mexico, Japan, Australia, and India. The division makes spray painting and coating equipment and robotic spray systems.

The acquisition of DeVilbiss' largest division leaves DeVilbiss with its Air Products and Health Care units, each of which has about \$60 million in annual sales.

DeVilbiss was founded in Toledo in 1888 by a Toledo doctor, Allen DeVilbiss, who invented a medical atomizer. Champion Spark Plug Co. began acquiring DeVilbiss in 1967, completed the acquisition in 1969, and made DeVilbiss a Champion division in 1970.

OSHA reports on Doehler-Jarvis quiz

No safety violations found in fatal blast



Companies at a glance

	DeVilbiss	ITW
'89 sales	\$200 million	\$2.2 billion
Headquarters	Toledo	Chicago
Employees	2,000	15,000
Chief Execs	Thomas C. Field, President	John D. Nichols, Chairman
Established	1888	1912
Operations	DeVilbiss: United States, Canada, United Kingdom, West Germany, France, Brazil, Mexico, Japan, Australia, India ITW: United States, West Germany, Australia, New Zealand, United Kingdom, Netherlands, Mexico, Venezuela, Brazil, Japan, Singapore, Spain, Italy, France, Belgium, Switzerland, Sweden, Taiwan, Korea, Malaysia, China, India, Kenya	
Products	DeVilbiss: Equipment for finishing and coating applications, including conventional air spray equipment, powder coating devices, and robotic spray finishing systems ITW: Automotive, electronic, medical, plastic, and metal components, data entry devices, precision instruments, fasteners and adhesives	

* Includes 200 Toledo employees

Eagle bought DeVilbiss from Champion in 1988 for \$95 million.

In July of last year, after seeking employee concessions and scaling back its work force — the DeVilbiss plant on Phillips Avenue suddenly shut down, idling about 240 hourly workers.

ITW, although not a household word in Toledo, has made an impression here. Several times in the last decade, ITW has docked its 125-foot yacht in the Maumee River near Portside Festival Marketplace and International Park to entertain area customers.

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tion, responsible for the production of electricity at all of the company's facilities.

Reporting to Mr. Edleman will be Donald C. Shelton, vice president, Davis-Besse Nuclear Power Station; Michael D. Lyster, vice president, Perry Nuclear Power Plant; Richard P. Crouse, vice president-fossil operations; Alvin Kaplan, vice presi-

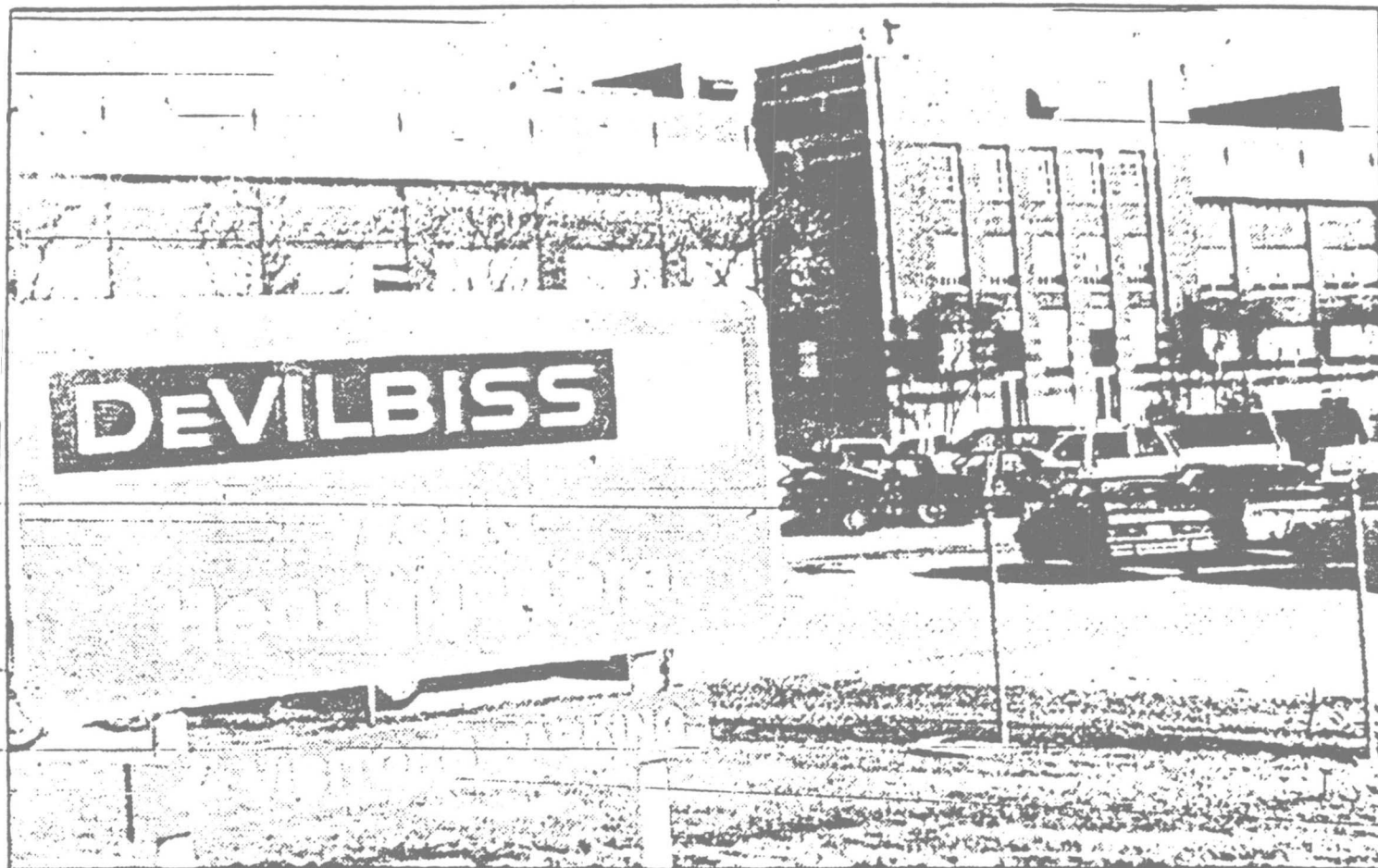
executive vice president of finance and administration and chief financial officer.

All three executive vice presidents will report to Robert J. Farling, who was reelected president and chief operating officer by Centenor's board of directors. Also reelected to their current positions were Richard A. Miller, chairman—

compared with 1988, 1989 cents per share, for the same 1989 period.

The sharp drop was attributed to lower deferred operating costs and carrying charges (non-cash accounting credits) in connection with two nuclear units as stipulated in a January, 1989, rate settlement.

—First quarter revenues of



BLADE FILE PHOTO

DeVilbiss headquarters on Phillips Avenue now houses about 200 employees

DeVilbiss sale completed

BY HOMER BRICKEY
BLADE BUSINESS WRITER

With the completion of the sale of DeVilbiss Co.'s largest division yesterday, the 200 DeVilbiss employees left in Toledo should soon start to get some long-awaited answers.

Since the sale of DeVilbiss' Industrial/Commercial division to Illinois Tool Works, Inc., was announced in

early March, employees have waited for word on the future of the headquarters on Phillips Avenue.

Spokesmen for Chicago-based ITW have been saying that future plans would not be disclosed until after the closing of the sale. They could not be reached for comment last night.

The local DeVilbiss operation —

the last vestige of a company that once employed more than 1,000 here — acts as headquarters for operations that do \$200 million a year in volume in the U.S., Canada, Mexico, Europe, South America, and India. DeVilbiss employs about 2,000 worldwide.

The division makes air-spray

Turn to Page 25, Col. 5 ▶

Freight firm takeover could cost job

BY HANK HARVEY

Transcon terminals across the nation, including one at 5109 Tractor

plant-closing law. The measure requires companies that employ 100

1. The first part of the document is a list of names and addresses, which are arranged in a columnar format. The names are written in a cursive script, and the addresses are written in a more formal, printed style. The list includes names such as "John Smith", "Mary Jones", and "Robert Brown", along with their respective addresses.

Mr. Miller also said Interior

Keep its prices lower than those of neighboring electric utilities.

Resume its annual dividend, increases for shareholders as early as possible.

 President of the _____

He said the company plans to meet demand by encouraging customers to conserve energy and to efficiently restore their buildings and roofs, which could mean savings of up to \$1 billion.

We estimate that the total rate increase needed for Centennial to comply with acid rain legislation would be between 10 and 15 per

Paul Smart, vice chairman of Toledo Edison, said the 10 to 15 percent rate increase would be assumed—mostly by CEI customers because Toledo Edison already has made provisions for acid rain legislation.

► Continued from Page 33

equipment, robotic spraying machinery, and other equipment for finishing and coating applications, but none of the manufacturing is done in Toledo—Last July, after seeking worker concessions and trimming its work force, DeVilbiss shut down local production, putting 240 hourly employees out of work.

A spokesman for Eagle, Susan Obuchowski, said yesterday that she could not comment on the future of

Eagle bought DeVilbiss - from Champion Spark Plug Co. two years ago for \$95 million.

DeVilbiss was founded 102 years ago by Dr. Allen DeVilbiss, inventor of a medical atomizer. The firm later expanded into the spray-painting equipment business and was acquired by Champion in 1967. Champion operated DeVilbiss as a division from 1970 until its sale to Eagle.

DeVilbiss' new owner, ITW, had sales of nearly \$2.2 billion last year and ranked 200th on the Fortune 500 list of the nation's largest industrial corporations. ITW's stock closed yesterday at 49 1/4, up 1/4, on the New York Stock Exchange.

businesses and professionals.

For small-businesses and professionals. Beautiful new office space includes telephone answering, lovely attended reception area, and conference facilities. Secretarial services and month to month leases available. Prestigious Madison Avenue address. Prices from \$425/mo. Call The Madison Building, 243-5168 for details and showing.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1861. It is a copy of the original, and is signed by the President.

[illegible]

Daisy Henderson at 11 in Angola Penitentiary at 11
 866 Oak, \$24.00
 Jerome and William Scott at 11, Mary Scott at 15
 Oswald, \$11.00
 Erma Henderson to James Stanton, 1921 Supreme,
 \$11.00
 Mary Accord in Oswald and Lillian Brown, 1918
 119th, \$54.00

[illegible]

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and it has entered a multi-year agreement with the National Broadcasting Co., the most lucrative deal in television history.

Although GM and NBC refused to comment on the value or exact duration of the pact, industry sources said the deal is worth in excess of \$500 million to NBC over a three-year period.

Mitsubishi recall

WASHINGTON — About 102,000 Mitsubishi cars from the 1986 model year are being recalled because they exceed federal standards for carbon monoxide emissions.

The U.S. Environmental Protection Agency said yesterday the recalled cars were equipped with 1.9-liter engines and sold as the Mitsubishi Mirage, Dodge Colt, and Plymouth Colt, most of them under the Dodge and Plymouth nameplates. EPA said Dodge and Plymouth dealers will handle repairs to those cars, and Mitsubishi dealers will handle models under that name.

Ames chief replaced

HARTFORD, Conn. — Ames Department Stores, Inc., announced that its chief executive officer, Peter B. Hollis, has resigned and been replaced by Stephen L. Pistner.

Ames, which last week filed for bankruptcy court protection from its creditors, described Mr. Pistner, 58, as "a specialist in turnaround situations in the retailing industry." Mr. Pistner was chairman and chief executive officer of Montgomery Ward & Co. from 1981 until 1985, when he left to become chairman of McCrory Corp.

News, Free Press cut

The Detroit News and the Detroit Free Press have discontinued home delivery and coin box sales in Maumee, Perrysburg, Bowling Green, and Findlay because of high costs, said Bob Bolone, state circulation manager for the Detroit Newspaper Agency. Both papers, which merged their business operations last year, will continue to offer home delivery, coin box vending, and store sales in Toledo and other Toledo suburbs. Mr. Bolone said

through the Ohio Department of Development of a 5 per cent interest rate, was needed to avert closure of the plant, probably in September, according to Stephen Walko, plant manager, and Howard St. John, president of Assimilated Clothing and Textile Workers Union, Local 244T.

The company's been in a marginally profitable situation and the workers were not willing to take

exchange for creation of a Employee Stock Ownership Plan, union workers agreed to an array of concessions, including an 18 per cent cut in fringe benefits, reduced medical insurance coverage, and a 7 per cent wage cut, reducing the average hourly pay from \$10.70 to about \$10. Moreover, the wage freeze will be reduced over time to 240, a loss of 30 jobs.

"If we hadn't worked together, we would've been reading the want ads

branched its vinyl covering into other product lines, including roofing, marine, and office supplies.

The state loan will be secured by the company's land, buildings, machinery, and equipment. Fifteen senior managers in the company have pooled \$200,000 in personal funds as part of the equity in the buyout. The combined equity of the managers and plant employees totals only 4

Turn to Page 24, Col. 1

ITW assimilating DeVilbiss unit

BY HOMER BRICKEY

The sale of DeVilbiss' Industrial/Commercial division to Illinois Tool Works, Inc., was completed only a week ago, but already some changes have taken place in the organization.

Last Wednesday, ITW took title to a portion of the old DeVilbiss complex at at Phillips and Detroit avenues — the part known as the research and engineering building for a recorded price of \$500,000.

Also last week, ITW announced that it had formed its Industrial Finishing Systems group, which includes the DeVilbiss division. Volatile (a firm bought by DeVilbiss before its own sale) and Ransburg

Gema, a former competitor of DeVilbiss.

In an internal memo to employees, ITW said that Charles H. Moore, president of Indianapolis-based Ransburg Corp., will also head the new group of businesses as acting president of DeVilbiss' Industrial/Commercial division. The memo said Thomas C. Field, who had been DeVilbiss' president, "will be available in a consulting role through the merger transition period."



Thomas C. Field

Mr. Field

draged questions about his future yesterday, but a spokesman for Eagle Industries, Inc. — the Chicago-based firm that sold DeVilbiss to ITW — said that Mr. Field "is still president of [the remaining units of] DeVilbiss and will continue in that role for Eagle."

Eagle had acquired DeVilbiss for \$95 million from Champion Spark Plug Co. two years ago. The price ITW paid for the largest division was not disclosed. That division did about \$200 million in business last year. Eagle's remaining DeVilbiss businesses — Air Products, based in Jackson, Tenn., and Health Care, based in Somerset, Pa. — each did about \$60 million.

Eagle continues to own the bulk

Turn to Page 22, Col. 4

HOMER BRICKEY

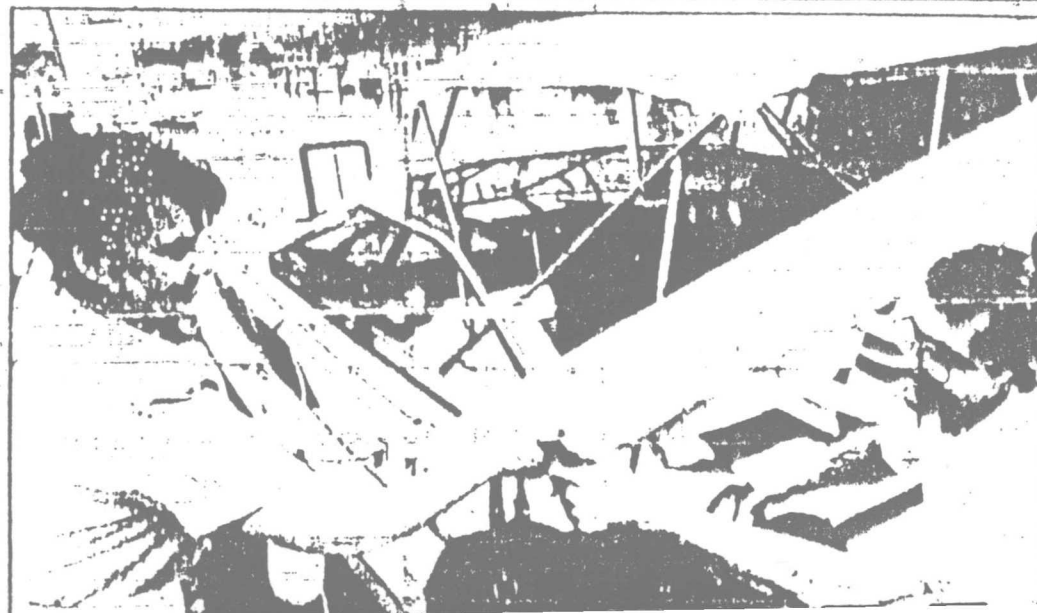


It's your business

On getting back to the basics of life

THIS IS A love story — not in the usual sense, perhaps, but a love story, nevertheless. A story of how love of family and home and Lake Erie water overcame the lure of the big city.

Mike and Sharon Trabbie left Toledo 15 years ago to chase a series of good jobs in other cities. In the process, they turned a cot-



DO NOT
BLOCK
DRIVEWAY

STOP

Last day

Employees at Plaston Electronic Mfg. after their last shift. The company shut yesterday, idling 88 workers, after de encapsulate production at a new plant agreement negotiated last month continues to two years and provides some transition operated by Plaston's owner, Rohm &

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Database: General Periodicals Index-P Backfile
Subject: devilbiss industrial products co.

Source: Memphis Business Journal, May 28, 1990 v12 n2 p16(1).

Title: Illinois Tool Works Inc. ("Regional Digest" by Gregory Powell)

Companies: Illinois Tool Works Inc. - Acquisitions, mergers, divestments
DeVilbiss Industrial Products Co. - Acquisitions, mergers,
divestments

Business Collection: 5724786
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RN: A9327411

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Illinois Tool Works, Inc.

JACKSON, Tenn. - A buyout agreement between Chicago-based Illinois Tool Works, Inc., and devilbiss Co. was recently signed. Devilbiss' industrial-commercial division, which manufactures spray guns and painting systems, will be the only division affected. The Illinois company is looking for a facility to house the division within the city. If the company does not find a location the city could lose 120 jobs. DeVilbiss, owned by Eagles Industries, Inc., also has a healthcare division in Summerset, Penn., and an air power division located in Jackson. At the Jackson plant, about 75,000 square feet of manufacturing space is devoted to the industrial-commercial division. Total employment at the facility is 330.

DeVilbiss workforce cut by new owner

BY JACK BAESSLER
BLADE LABOR WRITER

Like mist from the atomizer bottles that the DeVilbiss Co. once made, salaried employees are being forced out by the company.

About 75 white-collar workers from DeVilbiss and two other companies were fired this week by Illinois Tool Works, the Glenview, Ill., firm that acquired the businesses over the last two years.

An additional undisclosed number of employees from the three subsidiaries were offered early retirement.

But an official of Illinois Tool said yesterday that some employees from other operations will be transferred to Toledo to work on projects.

"There are going to be employees coming from other locations that will be locating in Toledo," said Tim Bublik, vice president and general manager of North American industrial operations for Illinois Tool. He declined to discuss details until the company is further along with corporate restructuring activities.

The cutbacks, early retirements and terminations, are occurring in the aftermath of a second takeover of the former Toledo-based company by an out-of-state corporation aiming to streamline the business and make it more profitable.

Tim Johnson, a spokesman for Illinois Tool, said the dismissals are the result of the integration of three businesses it has acquired over the last two years.

"The reductions will eliminate duplications of various functions," said Mr. Johnson in a prepared statement. "It also results from softness in markets the businesses serve."

The firings this week come on the heels of an early retirement program offered in September by Illinois Tool that was accepted by about 10 Toledo area DeVilbiss employees, and another 16 at DeVilbiss offices in Atlanta, Chicago, and other locations.

Besides the DeVilbiss's Industrial-Commercial it bought in March,

Illinois Tool earlier acquired Ransburg Corp., of Indianapolis, and Volstatic, Inc., a former Kentucky-based firm located near Cincinnati, both similar businesses. The industrial/commercial division of DeVilbiss consists of a broad line of paint and finishing systems for industrial and automotive applications.

The DeVilbiss-salaried workforce of 250 people in Toledo has undergone a series of cutbacks and reassignments following the sale of the industrial and automotive finishing business this year and the closing in 1989 of its Phillips Avenue manufacturing plant.

Illinois Tool's acquisition of Ransburg, Inc., a coatings business, occurred after Eagle Industries, the Chicago-based owner of DeVilbiss at that time, unsuccessfully tried to buy a year earlier.

Eagle Industries has kept control of DeVilbiss's Air Power division, which made air compressors in Toledo sold under the Sears name. In 1989, Eagle closed the Phillips Avenue plant, laid off 340 hourly workers, and transferred production along with the DeVilbiss air power division headquarters to Jackson, Tenn. Eagle had bought DeVilbiss from Champion Spark Plug a year earlier.

As a result of the Toledo shutdown, 35 DeVilbiss employees were relocated to the company's Tennessee headquarters or accepted early retirement, according to Tom Field, president of Eagle's DeVilbiss division.

Another 30 foremen, purchasers and other salaried workers were terminated, he said.

About 19 people are still affiliated with DeVilbiss air power division in Toledo, he said. The employees operate a centralized data processing center and related work.

About two weeks ago, Eagle sold off its health-care products unit in Somerset, Pa., to RCF Health Care Partners. The firm, which makes respirators and ventilators for use in homes and hospitals, was sold for an undisclosed price, an Eagle spokesman said.

Metals

NEW YORK (AP) — Spot nonferrous metal prices Friday:
Aluminum — 89.4 cents per pound, London
Metal Exchange
Copper — \$1.3600 per pound, U.S. destinations
Copper — 126.70 cents per pound, N.Y. Comex
Spot month Fri.
Lead — 41.45 cents a pound

Platinum — \$294.00-298.50 Troy oz., N.Y. (contract)
Platinum — \$482.70 N.Y. Merc. Index per Troy oz. Fri.
N.G. not quoted, N.A. not available

Cash grain

Cash grain trucked to Toledo (nominal) —



Milken: awaits fate

utive about the firm much equity. But he probably would have done regardless, and he conceded Drexel broad latitude to set the terms.

He said he sold a large referred issue to David Solomon Asset Management Milken customer suggested the equity. Mr. Peizer said he that Solomon had sold stock to his own client the warrants for him.

Hear whether Mr. Solomon warrants on his own or engagement with Drexel. aid he did not believe instituted a bribe.

tion was involved in one ctions in Milken's guilty operating with govern- utors. Prosecutors said e called as a witness on

also said Milken or- turn over a blue ledger g possibly rigged trades on and Drexel. Mr. the ledger was an ac- now much money Solo- he firm.

ss said he handed the Drexel executive, Lor- in a kitchenette at the apartment after turning faucet in case anyone g. Mr. Liman said Ms. lenied Peizer gave her

tract

Chrysler and its 50,000

DeVilbiss unit reshaped

New owner shifts employees, upgrades facilities

BY JACK BAESSLER
BLADE LABOR WRITER

Now that the dust has settled around the oft-sold DeVilbiss Co., the new owner of its biggest unit is reshaping its presence in the Toledo area, with an emphasis on research and customer service.

Glenview, Ill.-based Illinois Tool Works is opening a new DeVilbiss office at Arrowhead Park in Maumee and will invest a hefty chunk of cash to upgrade the DeVilbiss Technical Center on Phillips Avenue, according to Tim Bublick, ITW vice president and general manager of industrial operations in North America. He would not say how much the projects will cost.

ITW's DeVilbiss Automotive Refinishing Products division, with about 40 engineers, technicians, and customer service staff, will be headquartered on Indian Wood Circle in Maumee. The office will specialize in the DeVilbiss line of spray paint equipment used in auto body repair.

The Maumee site also will include a research and development laboratory for testing equipment, Mr. Bub-

lick said. *Nov. 28, 1990*

ITW also will assign to Maumee about 70 employees from its new DeVilbiss Ransburg Industrial Products division. The division produces automated spray equipment used in general manufacturing, he said.

The company expects to open the Maumee office early in the spring.

A unit of the DeVilbiss Ransburg Industrial Liquid Systems, responsible for selling small paint systems primarily to non-automotive manufacturers, will be established at the Phillips Avenue Technical Center.

The liquid systems unit will employ about 55, with its new manager and about 12 others coming from Indianapolis, the headquarters of the Ransburg Corp., another ITW subsidiary. Another 13 product managers will be transferred here from other offices around the country.

In addition, about 35 research and development employees of ITW's automotive finishing division will be based at the center. The division specializes in selling and servicing automated painting systems for auto assembly. DeVilbiss and Ransburg Corp., which ITW bought in 1989, have been the leading makers of this equipment for years.

The center will house a research and demonstration center for the automotive finishing division.

ITW will rely on plants in Jackson, Tenn., Angola, Ind., Indianapolis, Ind., and Barrie, Ont., to manufacture equipment.

Mr. Bublick admits the last few years have been a rough time to be a DeVilbiss employee. Champion Spark Plug Co. sold DeVilbiss in a leveraged buyout to Chicago-based Eagle Industries in 1988, according to Mr. Bublick. *Blade*

The next year, Eagle closed the DeVilbiss plant on Phillips Avenue, idling 240 hourly workers who had produced a retail line of air compressors sold by Sears. Eagle moved compressor production to a non-union facility near Jackson, Tenn.

ITW, with annual sales of \$2.2 billion, has moved steadily into finishing and automotive painting, first buying Ransburg, a DeVilbiss competitor.

In March, it bought DeVilbiss industrial commercial division, which had \$200 million in sales last year. The two acquisitions made ITW the largest supplier of paint finishing systems in the world, Mr. Bublick said.

The Ransburg deal gave ITW new products including a manual powder gun for electrostatic finish spraying.

Powdered-based painting systems are a growing area for spray paint applications because of their environmental advantages over oil-based painting systems.

"Over the last three to four years the people here have gone through some real trying times," said Mr. Bublick, 41, who has worked for DeVilbiss for 17 years.

"It appears now with the stability of ITW and the business divestitures being almost complete, the people are going to have a pretty stable future," Mr. Bublick said.